

A G E N D A

Work Session Meeting of the Mayor and Council
Monday, April 8, 2019
6:30 P.M.

CALL THE MEETING TO ORDER –

STATEMENT -

ROLL CALL – Councilwoman Busteded, Councilman Chinigo, Councilwoman Davis, Councilman Gautier, Councilwoman Kaufman, Councilman Papaleo and Mayor Mignone.

#19-146 Resolution to Go Into Closed Session and Exclude Public

MOTION TO SUSPEND WORK SESSION AND GO INTO CLOSED SESSION

By: **2nd:** **RC:**

CLOSED SESSION TOPICS

Closed Session

Docket #

Item Title or Description

Statutory

Reference

19-4/8-1

Personnel – Interview

N.J.S.A. 10:4-12(8)

MOTION TO ADJOURN CLOSED SESSION AND RESUME WORK SESSION

By: **2nd:** **RC:**

ROLL CALL VOTE: Councilwoman Busteded, Councilman Chinigo, Councilwoman Davis, Councilman Gautier, Councilwoman Kaufman and Councilman Papaleo.

BOROUGH ADMINISTRATOR'S TOPICS –

1. Table Ordinance 19-8 Recreation Fees
2. Introduction of New Recreation/Sponsorship Fee Ordinance #19-12
3. Budget Amendments
4. Cleaning Contract
5. Audio Equipment for Council Chamber's

FOR DISCUSSION –

WORK SESSION CONSENT AGENDA –

1. Enter into Agreement with Papa's Sand & Gravel for the purchase of leaf, grass, yard waste from the Borough at \$2.00 per cubic yard.
2. Award of Contract to Maser Consulting P.A. for Engineering Services in the amount of \$34,750.00 Related to Improvements to Brookside & Memorial Park

MAYOR'S REPORT –

FOR YOUR INFORMATION –

UNFINISHED BUSINESS –

NEW BUSINESS –

OPEN PUBLIC HEARING -

By: 2nd: RC:

CLOSE PUBLIC HEARING -

By: 2nd: RC:

ADJOURNMENT –

By: 2nd:

BOROUGH OF RIVER EDGE
RESOLUTION #19-146

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 April 8, 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>
19-4/8-1	Personnel – Interview	N.J.S.A. 10:4-12(8)

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. This resolution shall take effect immediately.

April 8, 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

BOARD OF TRUSTEES

CHAIRPERSON
Harry N. Tuvel, P.E.

April 5th, 2019

IMMEDIATE PAST
CHAIRPERSON
Paul D. Muller, CFP

Borough of River Edge
705 Kinderkamack Road
River Edge, New Jersey 07661
Attn: Stephanie Evans, Borough Clerk

VICE CHAIRPERSON
John McKendry, CFM

Re: 2019 Janitorial Proposal

SECRETARY
Joseph Grattan

Dear Ms. Evans,

TREASURER
Joseph Rutch

It was a pleasure speaking with you about our services. On behalf of North Jersey Friendship House Inc., please accept this revised proposal. As you know, as a Sheltered Workshop, our services are exempt from the bidding process per NJSA 40: A: 11-5.

TRUSTEES
Robert J. Aloia
Jacqueline L. Atkins
Fred Daibes

North Jersey Friendship House is one of the leaders in the field of Building Management Services. We provide this service to many municipalities, counties, state buildings, retail, industrial and educational facilities & institutions.

Alison Graziano, MBA-HCM
Michael B. Kates, Esq.
Evelyn Rosario
Diane Scriveri
Jason T. Shafron
Joseph Vacca

I would like to thank you for providing work opportunities for our members, we look forward to providing the Borough of River Edge with quality and affordable service.

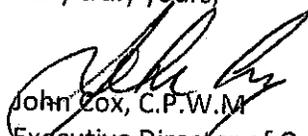
Please examine the attached, should you have any questions or concerns, feel free to contact me.

HONORARY TRUSTEE

Gloria Hopf
Arnold Litt, Esq.
Hon. Charlotte Vandervalk
Hon. Kazmier Wysocki

Very truly yours,

CHIEF EXECUTIVE OFFICER
Leonard J. Nicolosi, MBA


John Cox, C.P.W.M.
Executive Director of Operations

cc: Leonard J. Nicolosi, CEO



Proposal: North Jersey Friendship House
125 Atlantic Street
Hackensack, New Jersey 07601

For: Borough of River Edge
705 Kinderkamack road
River Edge, New Jersey 07661

Proposal: Janitorial Service 2019 Revised

Borough Hall - 3 days a week
Public Safety Building/Police Department - 3 days a week

Parks Seasonally as per the attached

Contractor will supply all equipment, cleaning solutions & labor

Borough will supply all paper products, toilet paper, liners, towels, etc.

Contract Period April 15th, 2019 – April 14th, 2020

Proposal

Cost: yearly

Municipal Building & Public Safety = \$ 40,810.00

Monthly \$ 3,400.00

Parks

Cost: Seasonally = \$4,914.00

Total \$ 45,724.00

Exterior window cleaning, carpet cleaning, floor work billed additional at a separate rate established and approved by both parties.

Approved Borough of River Edge _____

Print

Signed

Date: _____

Notes:

- NJFH will provide Labor, equipment & cleaning solutions.
- All workers will wear proper NJFH apparel including uniform shirt and Identification at all times.
- North Jersey Friendship House is an ISSA (International Sanitary Supply Association) and CIMS (Cleaning Industry Management Standard) associated company, we train all of our workers using these guidelines and have several personnel certified under these cleaning industry related programs.
- Green Building Programs, we have the availability to provide green products.
- North Jersey Friendship House has a combined experience level of over 100 years in the industry
- Black Seal Licensed Professionals Available
- We have the availability to adjust shifts to afford more coverage
- Licensed & Certified Administrative & Operations Managers on Staff
- Supply Exemplary janitorial Service
- Establish objectives
- Provide performance measures
- Identify problems and concerns
- Resolve issues
- Monitor program performance
- Proactive approach to future concerns
- Encourage teamwork and communications
- Adhere to procedures, standards and regulations

Borough of River Edge will provide

- All paper products, towels, plastic liners, seat covers, etc.

Upon Award notification North Jersey Friendship House will issue the following certificates

- Certificate of W/C Insurance
- Certificate of G/L Insurance
- W-9

1. BOROUGH HALL: (2 floors) \$ 18,196.00
Three days a week (Monday, Wednesday, Friday) year-round. To include Public areas, offices, elevator, bathrooms and lunch area.

Written Quote Amount: Sixteen Thousand, Two Hundred Dollars

2. PUBLIC SAFETY BUILDING/POLICE DEPARTMENT: (3 floors) \$ 22,614.00
Three days a week (Monday, Wednesday, Friday) year round. To include offices, halls, elevator, bathrooms, lobby, Courtroom, meeting rooms, jail cells, locker rooms and showers, and lunch room.

Written Quote Amount: Thirty Thousand, Six Hundred Dollars.

3. FIELD HOUSE AT K.B. GEORGE FIELD: \$ 1,857.00
Two days a week from April 10th to October 31st.
Bathroom and kitchen – once at beginning of season – determined by Recreation Director.

Written Quote Amount: Eighteen Hundred Fifty seven Dollars

4. MEMORIAL PARK: \$ 1,857.00
Clean bathrooms, one day per week from May 15th to July 1st on Thursdays, and then 2 days a week, Tuesdays and Thursday, from July 1st through August 31st, and one day a week, Thursday, from September 1st to September 30th.
Camp Office and bathrooms.

Written Quote Amount: Eighteen Hundred Fifty Seven Dollars

5. Little League and REGAL: \$ 1,200.00
Twice times a week from April 10th to July 31st. To include kitchens and bathrooms.

Written Quote Amount: Twelve Hundred Dollars

Total = \$ 45,724.00

Words: Forty Five Thousand, Seven Hundred Twenty Four Dollars

Notes:

No Weekend cleaning of parks or buildings

Borough of River Edge supplies all paper products

State of New Jersey



Department of Labor and Workforce Development Special Permit

Authorizing Special Rates For Disabled Workers in a Sheltered Workshop
Pursuant to N.J.S.A., Chapter 113, Laws of New Jersey 1966, this certificate is issued to

North Jersey Friendship House
125 Atlantic Street
Hackensack NJ 07601

And authorization is granted to pay disabled employees at rates not less than provided as follows

*Shelter Workshop-No minimum guarantee**

Clients who engage in productive work must be paid at rates commensurate with private industry rates

This certification may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development. It is valid only for the address shown above.

David J. Socolow, Acting Commissioner
Department of Labor and Workforce Development
Post conspicuously at sheltered workshop

Monte Bros. Sound Systems, Inc.

PO Box 181 Dobbs Ferry, NY 10522 (914) 693-2600 www.montebros.com

March 29, 2019

Borough of River Edge
705 Kinderkamack Road
River Edge, NJ 07661
Att: Ms. Stephanie Evans, RMC

Dear Stephanie,

Enclosed please find two copies of an estimate to install a new sound system in the Council Chambers, with state of the art technology that will accommodate all of your live sound; recording, and streaming requirements.

We have installed similar sound systems in the Township of Fairfield Town Hall and in the River Vale Town Hall, and NYPD Headquarters at one Police Plaza.

Please feel free to call me directly on my cell phone: 914.760.4260, if you would like to meet in the Council Chamber to review this proposal in detail.

Sincerely,



Stephen A. Minozzi

SAM/lh



**Borough of River Edge
Council Chamber**

Sound System Estimate



Monte Bros. Sound Systems, Inc.

PO Box 181

Dobbs Ferry, NY 10522

(914) 693-2600

www.montebros.com

The following pages feature an estimate to install a new sound system in the Council Chambers with state of the art technology that will provide accurate replication of the spoken word and broadcast quality audio for recording and streaming.



Monte Bros. Sound Systems, Inc.

PO Box 181 Dobbs Ferry, NY 10522 (914) 693-2600 www.montebros.com

BOROUGH OF RIVER EDGE
705 KINDERKAMACK ROAD
RIVER EDGE, NJ 07661
Att: MS. STEPHANIE EVANS

ACC#: 201-599-6300
DATE: 03-29-19

NEW SOUND SYSTEM IN COUNCIL CHAMBER:

AMT Description

1	RAXXESS CONSOLE - 12 SPACE
1	RAXXESS 12 SP. PERFORATED DOOR
9	SWITCHCRAFT XLR FE STUB BLACK
9	MIC FLANGE WITH RUBBER BASE
1	MULTI-PLUG: RACK MOUNT SURGE
1	REMOTE WIRELESS ACCESS SYSTEM
1	FORTE AVB-AI DSP PROCESSOR
1	BIAMP TEC-1 CONTROLLER
1	JBL CSA-140Z AMPLIFIER
2	ATLAS 8" CEILING SPEAKER 70V
1	DESK STAND MIC. INPUT
1	ES-915/ML MICROPHONE (18")
9	ES-915/ML MICROPHONE CUST(24")
1	ES-915S/ML MIC W/ON-OFF SWITCH
1	SYSTEM 10 RECEIVER CHASSIS
2	SYSTEM 10 PRO RECEIVER
1	SYSTEM 10 PRO HANDHELD XMTR
1	SYSTEM 10 PRO WIRELESS BASE

A) Installation of a Biamp Tesira Forte AI DSP processor (Fig. 1) and a JBL amplifier (Fig. 2) into a new floor mounted rack console (E), as illustrated in the sound system floor plan.

B) Installation of nine Audio-technica Engineered Series ES-915ml 24" table microphones (M 1-9) (Fig. 3) on new shock mounts that will reduce table noise during use.

C) Installation of an Audio-technica Engineered Series ES-915ml 18" microphone (M10) with a silent on-off switch on a table base on the adjacent table (Fig. 4).

D) Installation of an Audio-technica System 10 Pro wireless base with an Audio-technica Engineered Series ES-915ml microphone (W1) (Fig. 5) for use on a podium or on a table, as illustrated in the floor plan.

E) Installation of an Audio-technica System 10 Pro hand held wireless microphone (W2) (Fig. 6).

F) Installation and programming of a digital sound system control panel (R) (Fig. 7-8) at the adjacent table as illustrated in the floor plan.

G) Installation and programming of multiple and independent broadcast quality audio feeds (P), that will provide the ability to record and stream audio from the sound system.

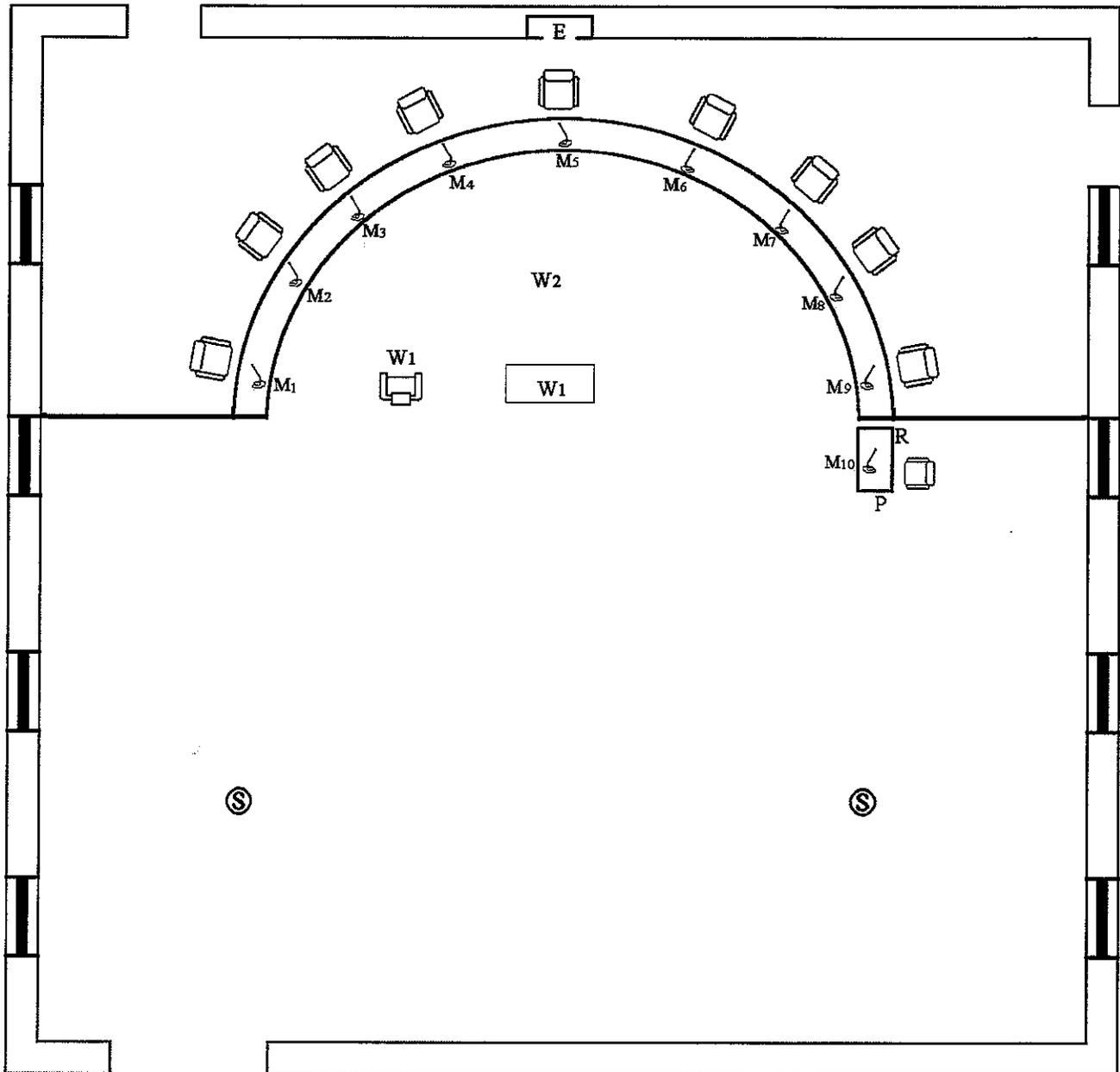
H) Installation of two Atlas GB87W recessed ceiling speakers (S) (Fig. 9) to replace the two existing ceiling speakers.

I) Installation of a VPN wireless cloud that will interface with internet access remote access to the sound system for emergency and routine service and adjustments

TOTAL: \$19,830.00

Borough of River Edge - Council Chamber

705 Kinderkamack Road - River Edge, NJ 201.599.6300



- E = Electronics Rack Console
- M = Table Microphones
- W1 = Wireless Podium / Table Microphone
- W2 = Wireless Hand Held Microphone
- P = Audio Recording and Streaming Feeds
- R = Sound System Control Panel
- Ⓢ = Recessed Ceiling Speakers

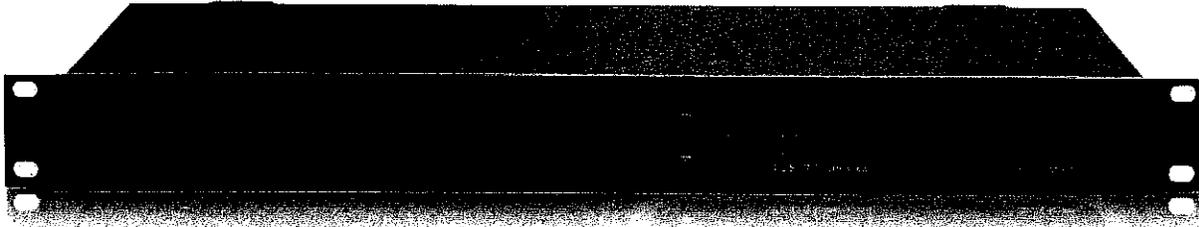


www.montebros.com

Monte Bros. Sound Systems
914.693.2600

DATA SHEET TESIRAFORTÉ AI TESIRAFORTÉ AVB AI

Fig. 1



The TesiraForte AI is a digital audio server with 12 analog inputs and 8 analog outputs and includes up to 8 channels of configurable USB audio. USB audio allows TesiraForte to interface directly with USB audio hosts, as well as to take full advantage of today's most sophisticated conferencing solutions. TesiraForte AVB AI adds Audio Video Bridging (AVB) digital audio networking. The AVB model can be used as a standalone device or can be combined with other TesiraForte devices and Tesira servers, expanders, and controllers. TesiraForte AI also provides extensive audio processing, including but not limited to: signal routing and mixing, equalization, filtering, dynamics, and delay, as well as control, monitoring, and diagnostic tools; all configured through the Tesira configuration software. TesiraForte AI is best-suited for small- to medium-sized rooms that require high-quality audio solutions using voice lift and mix-minus, such as conference rooms or council chambers.

BENEFITS

- Allows integrators to choose which model works best for the installation environment.
- Application-specific models make system design, configuration, and installation easier and faster.
- Included default configuration file allows for plug-and-play usage.
- Highly scalable and cost-effective solution that can grow over time with the needs of the customer.
- SpeechSense™ technology enhances speech processing.
- Integrates directly with soft codecs and other USB audio hosts.

FEATURES

- 128 x 128 channels of AVB (AVB model only)
- 12 mic/line level inputs, 8 mic/line level outputs
- Gigabit Ethernet port
- Up to 8 channels of configurable USB audio
- RS-232 serial port
- 4-pin GPIO
- 2-line OLED display with capacitive-touch navigation
- Rack mountable (1RU)
- System configuration and control via Ethernet
- Internal universal power supply
- Fully compatible with Tesira servers, endpoints, expanders, and controllers (AVB model)
- Signal processing via intuitive software allows configuration and control for signal routing, mixing, equalization, filtering, delay and much more
- **CE** marked, **UL** listed, and **RoHS** compliant
- Covered by Biamp Systems' 5-year warranty



www.montebros.com

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914.693.2600

JBL Amplifiers

SMALL FOOTPRINT. BIG SOUND.

By combining years of innovation, invention and insight from HARMAN brands, JBL® Commercial Series Amplifiers (CSA) go well beyond the expected in generating powerful sound.

From the switch-mode universal power supply to the efficient performance of Crown's DriveCore™ Technology, we continue to set new standards in commercial power amplifier technology.

CS AMPLIFIERS

Simple to configure, the CS Amp provides a DriveCore-based sound solution. This replaces up to 500 parts with one small chip, significantly reducing the part count and increasing reliability while maintaining superb performance.

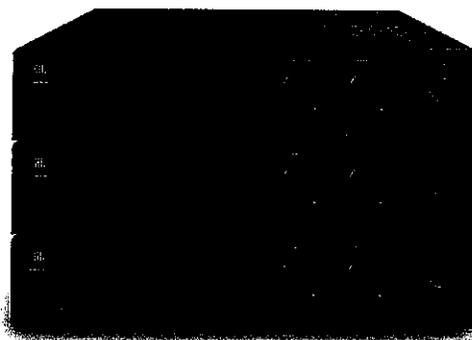
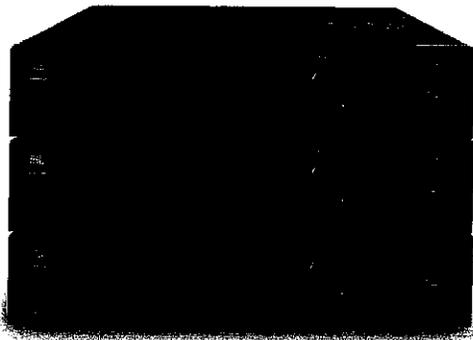
Supporting 70V and 100V installations out of the box, CS Amps include RJ45 connectors for use with JBL CSR-V in-wall volume controls. Its universal power supply allows every CS Amp to accept AC voltages from 100 to 240 VAC, 50/60 Hz.

And with HARMAN's GreenEdge™ environmental initiative, CS Amps quickly pay for themselves in energy savings.

- 1 or 2 output channels with 40W, 80W, 120W per channel
- Built-in 70V and 100V
- Fanless, space-saving 1U design
- Sleep mode disable function
- Energy-efficient amplifier
- Sleek industrial look with illuminated rings making knobs easy to see and use
- Supports the JBL CSR-V wall controller via Ethernet cable
- Universal power supply



70V 100V DRIVECORE™



SPECIFICATIONS

MODEL	Power Output (per channel)	Output Channels	Size
CSA140Z	40W	1	1U Half-Rack
CSA180Z	80W	1	1U Half-Rack
CSA1120Z	120W	1	1U Half-Rack
CSA240Z	40W	2	1U Half-Rack
CSA280Z	80W	2	1U Half-Rack
CSA2120Z	120W	2	1U Half-Rack

ES915ML

MicroLine® Condenser Gooseneck Microphones

audio-technica

engineered sound® microphones



Features

- **Plugs into any standard XLR-type connector, or direct mounts to 5/8"-27 stands using included thread-mount adapter**
- **MicroLine® polar pattern provides narrow 90° acceptance angle**
- **Superior off-axis rejection for maximum gain before feedback**
- **UniGuard® RFI-shielding technology offers outstanding rejection of radio frequency interference (RFI)**
- **Easy-to-adjust, rugged, small-diameter, alternating gooseneck with virtually no "memory" permits quick positioning into desired shape**
- **UniSteep® filter provides a steep low-frequency attenuation to improve sound pickup without affecting voice quality**
- **Available interchangeable elements permit angle of acceptance from 90° to 360°**
- **Included low-profile isolation mount attenuates noise, shock and vibration**
- **Available in five lengths**

Description

The ES915ML is a wide-range miniature condenser microphone with a MicroLine® (line cardioid) polar pattern. It is designed for quality sound reinforcement, professional recording, television and other demanding sound pickup applications.

The small-diameter double gooseneck design permits highly flexible positioning while maintaining a smooth, well-contoured appearance.

The ES915ML is available in the following models and lengths:

- ES915ML12: 423.8 mm (16.69")
- ES915ML15: 500.0 mm (19.69")
- ES915ML18: 576.2 mm (22.69")
- ES915ML21: 652.4 mm (25.69")
- ES915ML24: 728.6 mm (28.69")

The microphone requires 11V to 52V phantom power for operation.

The microphone is equipped with UniGuard® RFI-shielding technology, which offers outstanding rejection of radio frequency interference (RFI).

The microphone's MicroLine® (line cardioid) polar pattern provides a 90° angle of acceptance. Additional interchangeable elements with omnidirectional (360°), cardioid (120°) and hypercardioid (100°) pickup patterns are available.

An XLRM-type connector insert at the base allows the microphone to be plugged directly into an XLR-type panel jack or microphone cable.

A recessed switch permits choice of flat response or low-frequency roll-off (via integral 80 Hz high-pass UniSteep® filter) to help control undesired ambient noise.

The microphone comes equipped with a two-stage foam windscreen, a low-profile isolation mount, and a stand clamp to permit attaching the microphone to a standard 5/8"-27 or 3/8"-16 threaded mic stand or mounting flange. The microphone is enclosed in a rugged housing with a low-reflectance black finish.

Installation and Operation

The ES915ML requires 11V to 52V phantom power for operation.

Output is low impedance (Lo-Z) balanced. The signal appears across Pins 2 and 3; Pin 1 is ground (shield). Output phase is "Pin 2 hot"—positive acoustic pressure produces positive voltage at Pin 2.

The microphone can be mounted on a podium or desktop with the included AT8474 low-profile isolation mount. Designed to be mounted either above or beneath the mounting surface, the AT8474 firmly secures the microphone while providing maximum attenuation of noise, shock and vibration transmitted through the mounting surface. An AT8473 stand clamp is also included to permit attaching the microphone to a standard 5/8"-27 or 3/8"-16 threaded mic stand or mounting flange.

The provided two-stage foam windscreen simply slips over the element, effectively reducing wind noise and popping.

An integral 80 Hz high-pass UniSteep® filter provides easy switching from a flat frequency response to a low-end roll-off. The roll-off position reduces the microphone's sensitivity to popping in close vocal use. It also reduces the pickup of low-frequency ambient noise (such as traffic, air-handling systems, etc.), room reverberation and mechanically coupled vibrations. To engage the UniSteep® filter, use the end tip of a paperclip or other small pointed instrument to slide the switch toward the "bent" line.

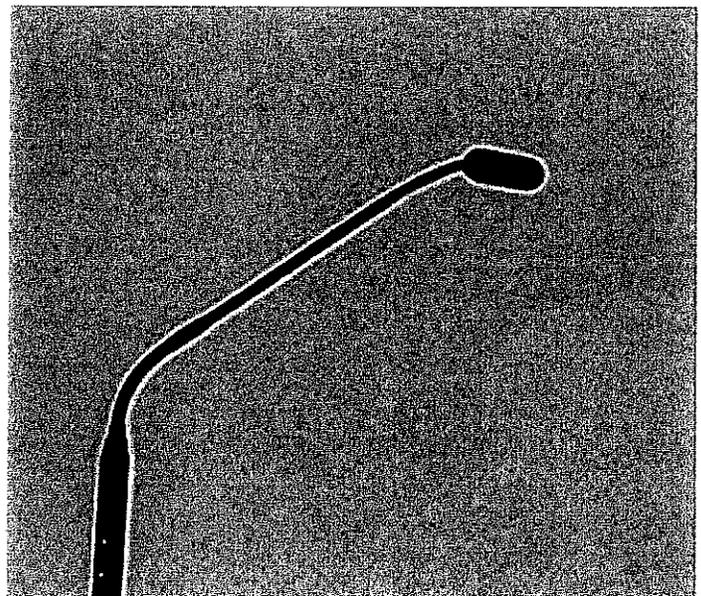
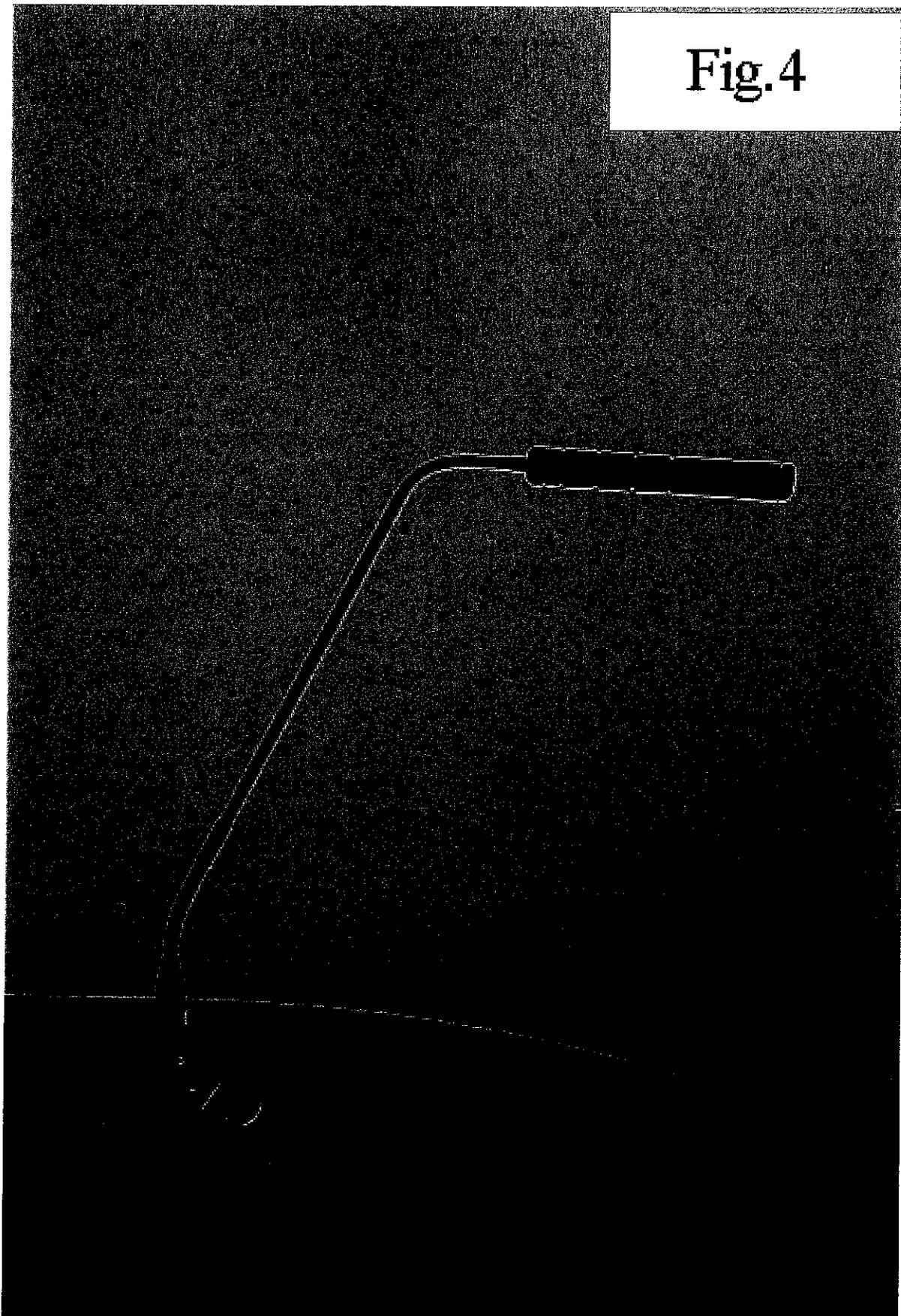


Fig.4



www.montebros.com

Monte Bros. Sound Systems
914.693.2600

 **audio-technica**

Fig. 5

System 10 Pro

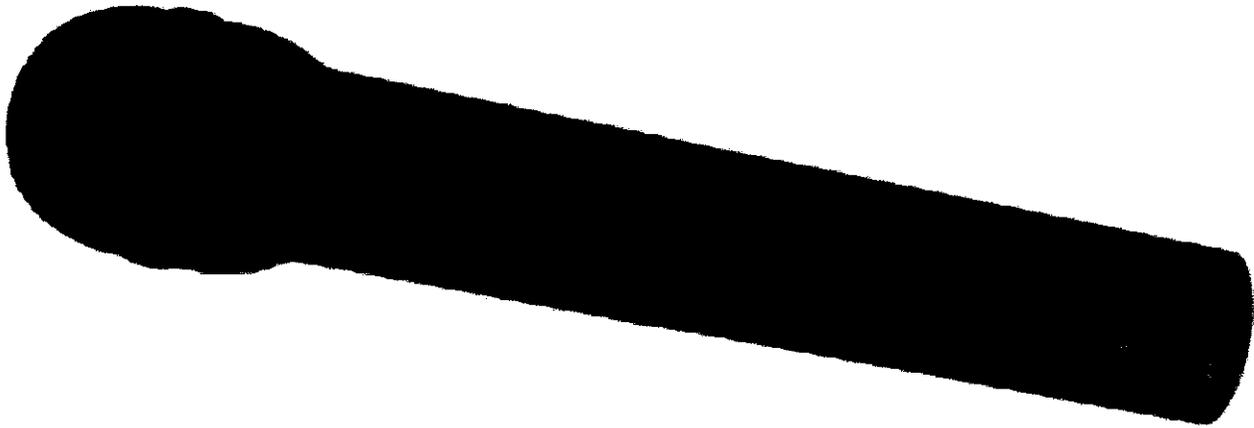
ATW-T1007



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Monte Bros. Sound Systems
914.693.2600

 **audio-technica.**



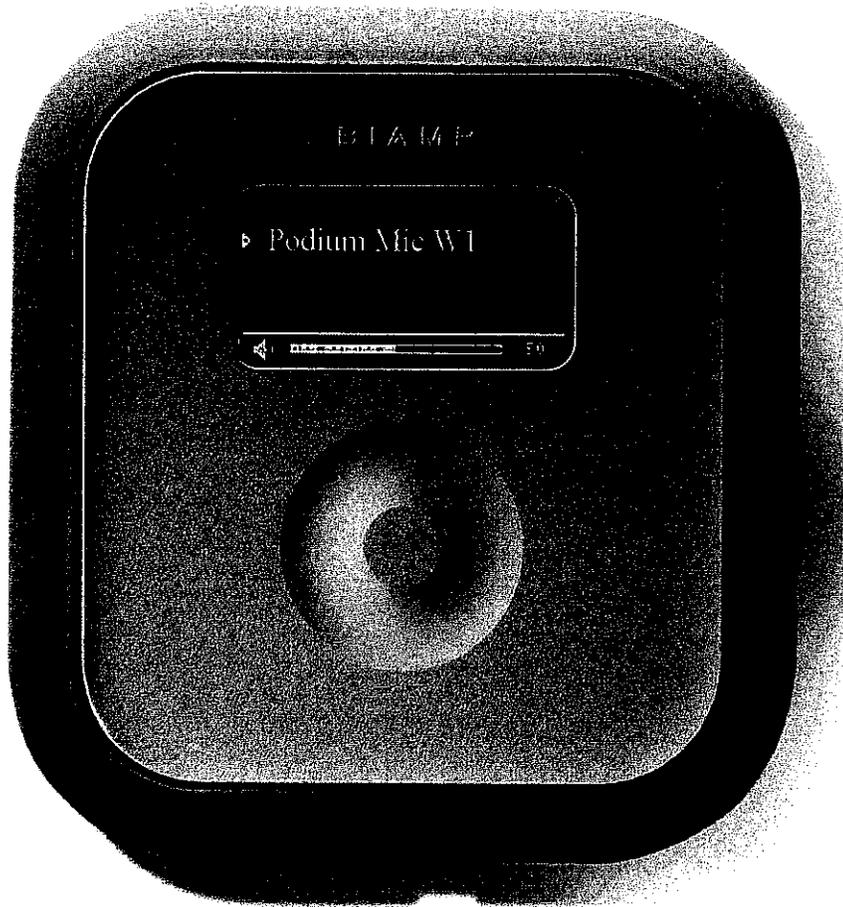
Audio-technica System 10 Pro Hand Held Wireless Microphone System

- Digital 24-bit/48 kHz wireless operation performance
- 2.4 GHz range – completely free from TV/ 3G interference
- Specially designed dynamic capsule
- Dual-colour LED power/battery/mute indicator

Borough of River Edge Council Chamber

Fig.7

Sound System Control Panel



www.montebros.com
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914.693.2600

Presets:

Reset ALL Volumes

Volume Controls:

Table Mic M1

Table Mic M2

Table Mic M3

Table Mic M4

Table Mic M5

Table Mic M6

Table Mic M7

Table Mic M8

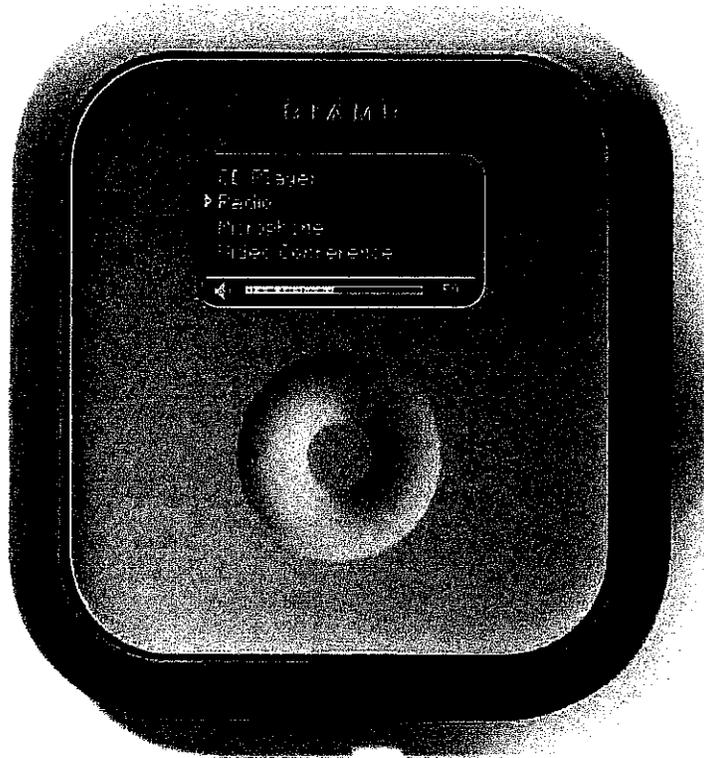
Table Mic M9

Table Mic M10

Wireless Podium Mic W1

Wireless Hand Held Mic W2

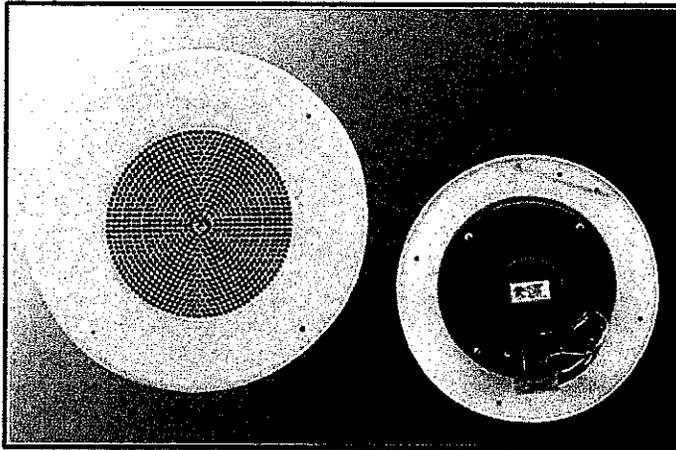
CONTROL TEC-1s AND TEC-1i TESIRA ETHERNET CONTROL



FEATURES

- Adjustment and/or initiation of 32 selectable system volumes and actions
- Volumes are any individual or grouped system levels, including inputs, outputs, matrix cross-points, etc.
- Actions are any individual or grouped system operations, including presets, source selection, mutes, ducking, combining, etc.
- Control functions are programmed in the Tesira system design software
- High contrast OLED display with a wide viewing angle
- The display brightness can be adjusted to fit the ambient light present in the application and automatically dims when not in use
- Capacitive touch technology eliminates protruding and moving parts to increase product reliability and longevity while simplifying cleaning
- TEC-1s surface mounts to any wall; multiple mounting options accommodate international back boxes
- TEC-1i flush mounts to any wall; mounts using the retrofit plate (included) or installs in a Raco® 254 box for North American installations (not included)
- 330' (100m) Ethernet cable length can be extended with standard PoE network technology (routers, switches, hubs, media converters)
- Connects with standard RJ45 or IDC connector
- Covered by Biamp Systems' five-year warranty





(Front View) **GD87W** (Rear View)

GD87W SPECIFICATIONS

Size	8" (203mm)
Power Handling	25 Watts Peak, 15 Watts RMS
Sensitivity	96dB Average
Impedance	8 Ohms Nominal
Frequency Response	45 Hz-19 kHz Nominal, 55 Hz-15 kHz \pm 5dB
Dispersion	105° (2 kHz Octave Band, -6dB Points)
Diameter & Depth	8.125" (205mm) Dia. & 2.875" (73mm) Deep
Mounting Dimensions	7.625" (194mm) Bolt Circle
Cone Material	Treated Paper
Surround Material & Damping	Damped Self Edge
Fiber Density	10,600 Gauss, 1.06 Tesla
Magnet Weight	Nominal, 10 oz. (260g)
Basket Material	Stamped Plated 20 ga. CRS
VC Diameter	1" (25mm)
VC Material	Copper
VC Former Material	Black Anodized Aluminum
VC Winding Width	.225"
Top Plate Thickness	.239"
Weight	32 oz. (908g)
THIELE-SMALL PARAMETERS	
Re	15 watts
Es	125 Hz
Xmax	.05"
Resistance	7.3 ohms
Qts	0.8
Qes	0.95
Qms	5.2
Bl	7.9 N/A
Efficiency	1.90%
Vas	32 (ft ³)
Sd	33.2 (in ²)
Le@1kHz	36 mH
Mms	39 oz.
Cms	.024 in./lb.
Transformer Specifications	
Frequency Response	50Hz-15kHz (\pm 1dB)
Primary Taps (Watts)	1, 2, 4 & 8
Secondary Impedance (ohms)	4 & 8
Maximum Insertion Loss	6dB
Primary Termination	6" (152mm) Com. Lead Color Coded
Core Size	1" x 3" (25 X 19mm)
Power Rating (Watts)	8

GD87W

FEATURES

- Industry standard 8" (203mm) coaxial, 16 watt, loudspeaker with high quality factory installed 8 watt line matching transformer and white CRS baffle
- Offers proven performance with wide frequency response
- Post-mounted tweeter adds strength and a more attractive appearance
- Ideal for multi-purpose commercial, industrial, and institutional use
- Individually packaged for stocking & ordering convenience

APPLICATIONS

Use Atlas Sound 8" (203mm) dia., multi-purpose, coaxial loudspeaker Model GD87W for voice transmission, music and signal reproduction in high-quality commercial, industrial and institutional applications.

GENERAL DESCRIPTION

The speaker used in the GD87W is the next generation of Atlas Sound high performance cone loudspeakers, very similar to the preceding C-Series speakers. The similarity in the sonic qualities ensures that contractors and designers who have worked with the Atlas Sound C803A Series in the past will know exactly what to expect when they use the GD87W.

High-quality, 25W Model GD87W utilizes a post mounted tweeter which adds strength to the assembly and provides an attractive appearance. This coaxial loudspeaker features a 55Hz-15kHz \pm 5dB frequency response and a broad, uniform dispersion pattern of 90° @ 2kHz. Such provisions allow for highly intelligible sound reproduction and better distribution for high-quality sound systems. The GD87W combines a full-size 8" (203mm) dia. low-frequency reproducer and a 3" (76mm) high-frequency reproducer. The two sections are coupled via a built-in crossover network. The woofer has a 10 oz. (260g) ceramic magnet; the tweeter has a 2.35oz. (67g) ceramic magnet. The unit has an average sensitivity of 96dB (1W/1M). The loudspeaker is matched with a high efficiency 8 watt 70.7V transformer with a maximum insertion loss of 0.6dB. This premium transformer is constructed of audio grade laminations and has a full range frequency response of \pm 1dB from 50Hz-15kHz. The primary taps are 1, 2, 4, and 8 watts. The GD87W includes a factory installed CRS baffle with concealed loudspeaker mounting studs and includes screw mount hardware. The baffle finish is white powder coat epoxy.



www.montebros.com

Monte Bros. Sound Systems
914.693.2600

Guarantee...

All sound system components will be fully guaranteed for one year after completion of entire installation, and all components with longer manufacturer guarantees will be honored.

All service calls; repairs, and adjustments to the sound systems, that are under guarantee will be performed at "no charge" for a period of one year.

The Biamp Tesira Forte "digital audio platform", (main sound system processor), will be "guaranteed by replacement" for a period of five years.

The JBL amplifier will be "guaranteed by replacement" for a period of three years.

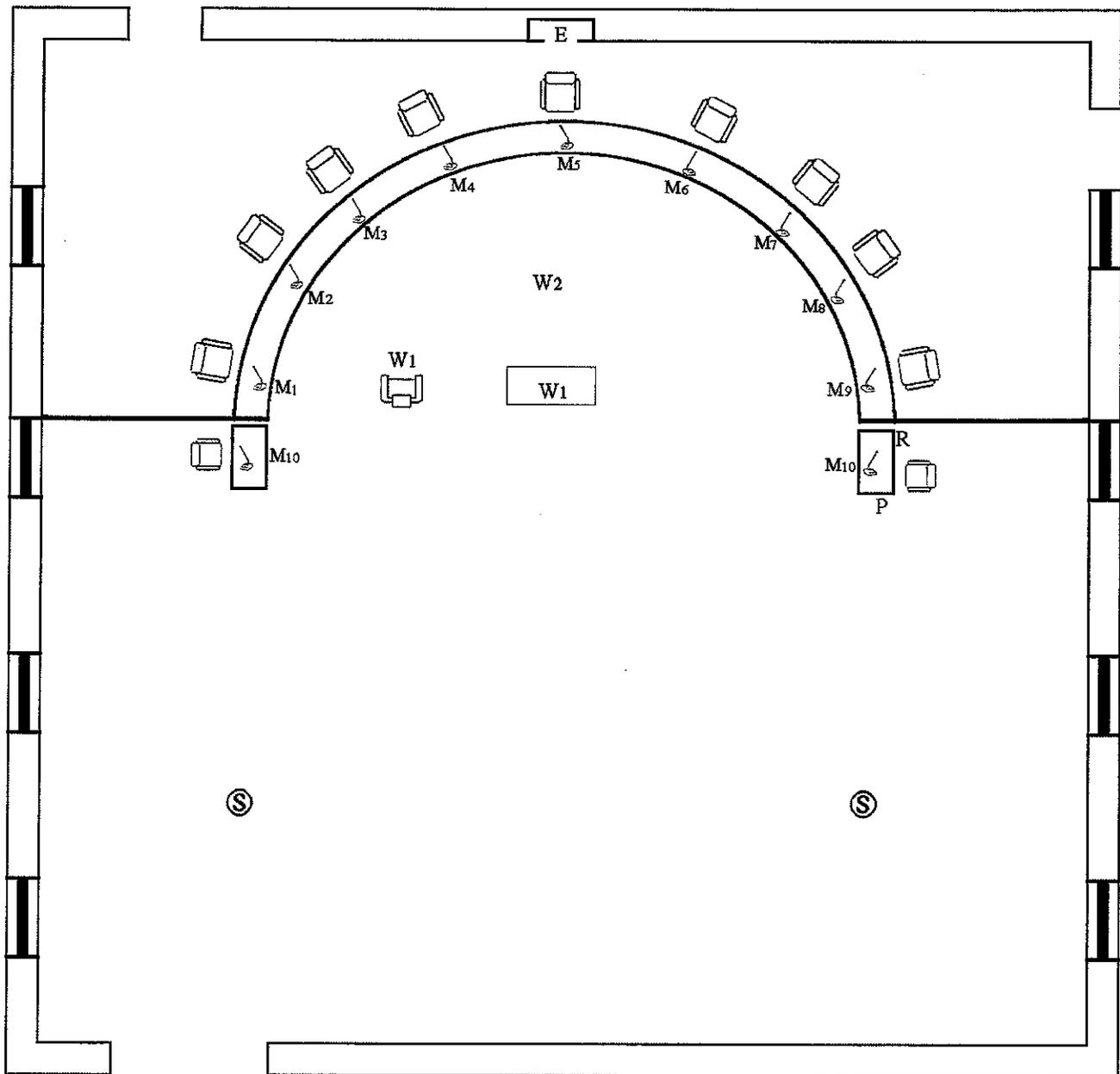
Monte Bros. will provide regular and emergency service availability twenty-four hours a day, seven days a week.

All repairs to damaged equipment will be performed "by replacement" to insure uninterrupted performance of these sound systems.



Borough of River Edge - Council Chamber

705 Kinderkamack Road - River Edge, NJ 201.599.6300

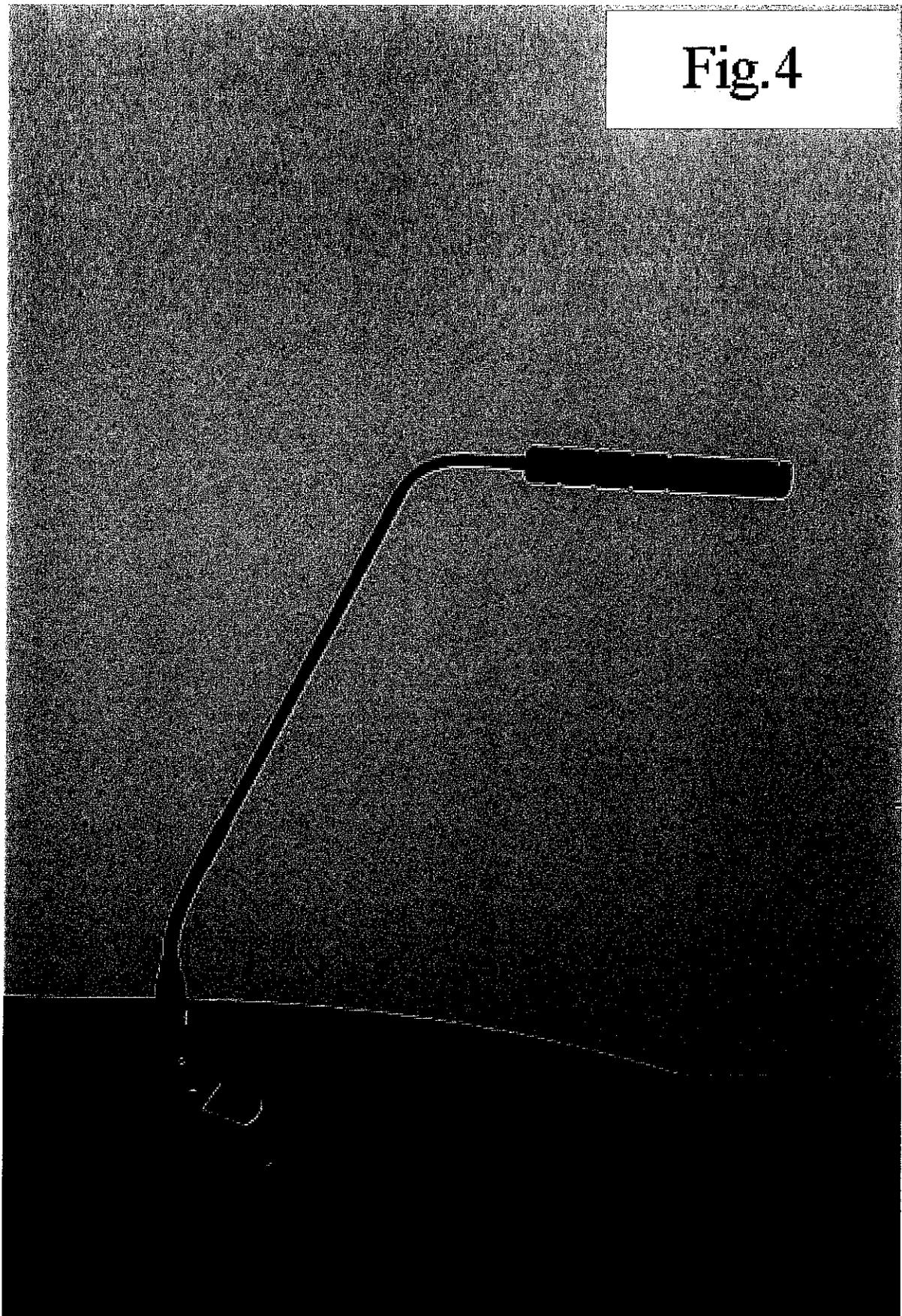


- E = Electronics Rack Console
- M = Table Microphones
- W1 = Wireless Podium / Table Microphone
- W2 = Wireless Hand Held Microphone
- P = Audio Recording and Streaming Feeds
- R = Sound System Control Panel
- Ⓢ = Recessed Ceiling Speakers



www.montebros.com
Monte Bros. Sound Systems
914.693.2600

Fig.4



www.montebros.com

Monte Bros. Sound Systems
914.693.2600

Monte Bros. Sound Systems, Inc.

PO Box 181 Dobbs Ferry, NY 10522 (914) 693-2600 www.montebros.com

BOROUGH OF RIVER EDGE
705 KINDERKAMACK ROAD
RIVER EDGE, NJ 07661
Att: MS. STEPHANIE EVANS

ACC#: 201-599-6300
DATE: 04-02-19

ADDITIONAL TABLE MICROPHONE SYSTEM:

AMT Description

1	ES-915S/ML MIC W/ON-OFF SWITCH
1	DESK STAND MIC. INPUT
1	UNI-MIX COMBINER MIC 2 TO 1
1	MICROPHONE CABLE - 10'
1	XLR FEMALE MIC INPUT CHROME
75	MICROPHONE CABLE

Installation of a duplicate Audio-technica ES-915s/ml microphone (M-10) (Fig. 4), with a silent on-off switch on a table base on the opposite side of the dais, for use during "land use" meetings, that can be easily disconnected and removed for all other events.

TOTAL: \$840.50



POLICE DEPARTMENT

To Whom It May Concern:

I am writing to recommend Monte Bros. Sound Systems, Inc. The NYPD, and more specifically, 1 Police Plaza, has been using Monte Bros. Sound System since 1999. They have provided products and service to our most critical locations throughout 1 Police Plaza. Where quality and reliability are paramount in these locations, we have been completely satisfied with every aspect of Monte Bros. Sound Systems throughout this period.

The company is owned by Steve Minozzi, whose knowledge of high quality sound systems is overwhelming. He has surrounded himself with an exceptionally well-trained staff, many of whom have over 10 years of experience. They have provided excellent service, twenty four hours a day, seven days a week and have made themselves available to us at a moment's notice. I am extremely satisfied with the way they conduct their business and hope that you have the same pleasant experience with them.

I am pleased to recommend the services of Monte Bros. Sound Systems, Inc. If you have any questions, feel free to contact me at 646-610-7642 or via email at john.curtis@nypd.org.

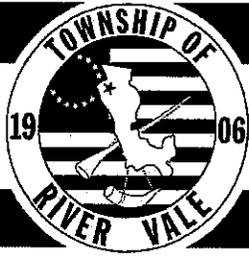
Yours Sincerely,

John J. Curtis

Sergeant

COURTESY • PROFESSIONALISM • RESPECT

Website: <http://nyc.gov/nypd>



TOWNSHIP OF

RIVER VALE

406 RIVERVALE ROAD, RIVER VALE, BERGEN COUNTY, N.J. 07675

www.rivervalenj.org • 201-664-2346 • Fax: 201-358-7754

April 4, 2019

Ms. Stephanie Evans
Borough Clerk
Borough of River Edge
705 Kinderkamack Road
River Edge, NJ 07661

Dear Stephanie,

I am writing you to recommend the services of Monte Bros. Sound Systems. The Township has been using Monte Bros. to provide sound system services for our Council and Joint Planning Board meetings as well as Court for the past 15 years. We are very satisfied with the services they provide the Township.

On several occasions I have had to relocate our Council meetings to accommodate a larger audience; to either our Middle School Gymnasium or Community Center. Each time Monte Bros. has been reliable, easily accessible, attentive to all the details and highly professional.

I highly recommend the services of Monte Bros. and should you have any questions please feel free to contact me.

Sincerely,

Karen Campanelli
Township Clerk/Registrar

PAPA'S SAND & GRAVEL
133 Maywood Ave.
Maywood, N.J. 07607
1-877-FIL-DIRT

March 22, 2019

Dept. of Public Works
500 Riverside Way
River Edge, N.J. 07661

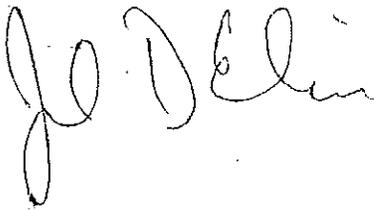
Re: Leaf compost

I, John D'Elia, shall purchase 1,250 yds. of leaf compost @ \$2.00 per yard and will provide trucking to remove compost from the DPW compost yard by the end of July 2019.

We shall prepay the sum of \$2,500.00 for the compost.

Sincerely,

John D'Elia



PAPA'S SAND & GRAVEL 08-06		1214
133 MAYWOOD AVE MAYWOOD, NJ 07607 1-877-FIL-DIRT		55-136/312 732
Date <u>3/25/19</u>		
Pay to the Order of	<u>Borough of River Edge</u>	\$ <u>833.33</u>
	<u>Eight hundred thirty three</u>	<u>33¢</u> .Dollars
 Bank America's Most Convenient Bank®		 Photo Safe Deposit Deposit on back
For <u>Dep on compost</u>	<u>[Signature]</u>	MP
⑆031201360⑆ 3451407167⑈		1214

sale of mulch

Lisa Hessman

Tue 3/26/2019 11:35 AM

Inbox

To: Alan P. Negreann <ANegreann@riveredgenj.org>; Stephanie Evans <SEvans@riveredgenj.org>; Geeta Birnbaum <GBirnbaum@riveredgenj.org>; Thomas Papaleo <TPapaleo@riveredgenj.org>; Edward J. Mignone <EMignone@riveredgenj.org>;

1 attachments (41 KB)

20190326113525439.pdf;

Jason has sold the mulch to Papa's Sand and Gravel @ \$2.00 per yard.

Please see the attached letter.

The deposit check of \$833.33 will be deposited into the recycling trust.



Engineers
 Planners
 Surveyors
 Landscape Architects
 Environmental Scientists

400 Valley Road, Suite 304
 Mount Arlington, NJ 07856
 T: 973.398.3110
 F: 973.398.3199
 www.maserconsulting.com

m/c

~~From The Desk Of~~
 Alan P. Negrean
 Admin./CFO

February 21, 2019

As per your request
 For your info
 Please handle
 Other

Reso 4/8

3/28/19
OCIO NY
Fik

Carolyn Baldanza
 Director of Recreation & Cultural Affairs
 705 Kinderkamack Road
 River Edge, NJ 07661

Re: Court Improvements at Veteran's Memorial Park and Brookside Park
 Professional Survey, Engineering Design and Construction Administration Services
 Borough of River Edge, Bergen County, NJ
MC Project No. 19005094P

Dear Ms. Baldanza:

Maser Consulting P.A. (Maser Consulting) is pleased to present this agreement to provide professional survey, design and construction administration services for one (1) Basketball Court and one (1) Hockey Rink Court area at Veteran's Memorial Park and the two (2) Basketball Courts at Brookside Park (end of Greenway Terrace). Accordingly, this agreement includes the engineering services necessary for the desired improvements. Below is the description of the proposed scope of service.

SCOPE OF SERVICES:

TASK 1.0 PARTIAL TOPOGRAPHIC SURVEY SERVICES

Maser Consulting will prepare a topographic survey of the subject areas in accordance with the standards set forth in the Laws of the State of New Jersey Statutory Reference NJSA 45:8-28(e) and more specifically, the administrative rules and regulations promulgated by the State Board of Professional Engineers and Land Surveyors and contained in NJAC 13:40-5.1.

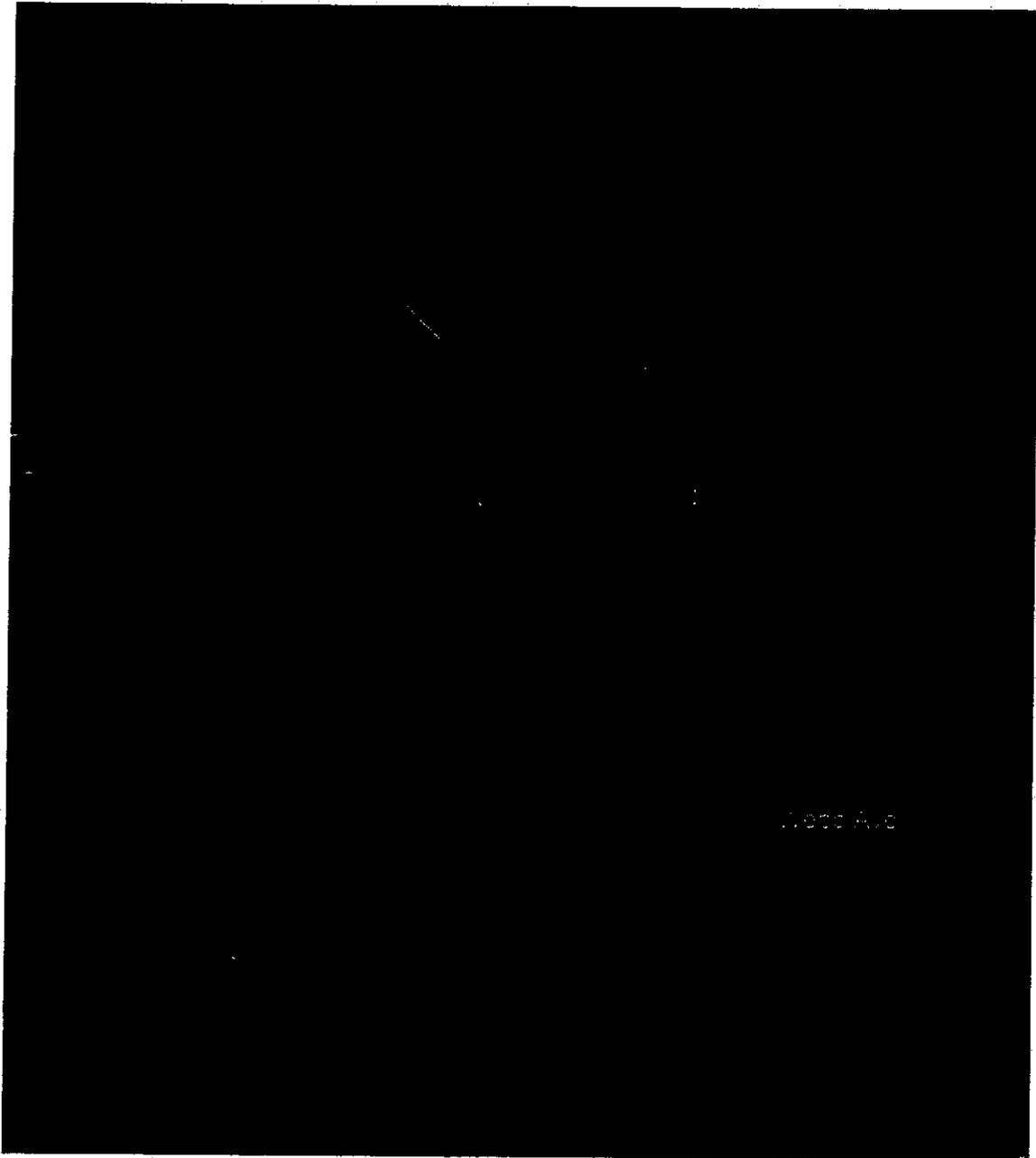
We will prepare a topographic survey map that is a graphic pictorial representation of the above-ground features in the subject areas (0.9 and 0.5± acres). The limits of the field surveys are shown on the included Exhibits. The topographical mapping will depict spot elevations and contours at a one-foot contour interval. Vertical and horizontal data will be tied to NAD83 and NAVD88. Individual trees six inches (6") in diameter and greater will be depicted on the survey.

Visible and accessible utilities and/or utility structures within the survey areas will be surveyed and the structure rim, grate and invert elevations, as well as pipe sizes entering and/or exiting the structures, will be obtained if accessible from ground level. For the purposes of this contract, accessible utilities shall be defined as those utilities that are visible to the naked eye at ground level and are safely accessible by foot by Maser Consulting field survey personnel without the need for



additional safety measures and/or assistance with making pipes visible, open and clear for inspection and measuring. The fee for the survey work is based on surveying both parks concurrently within the limits delineated below.

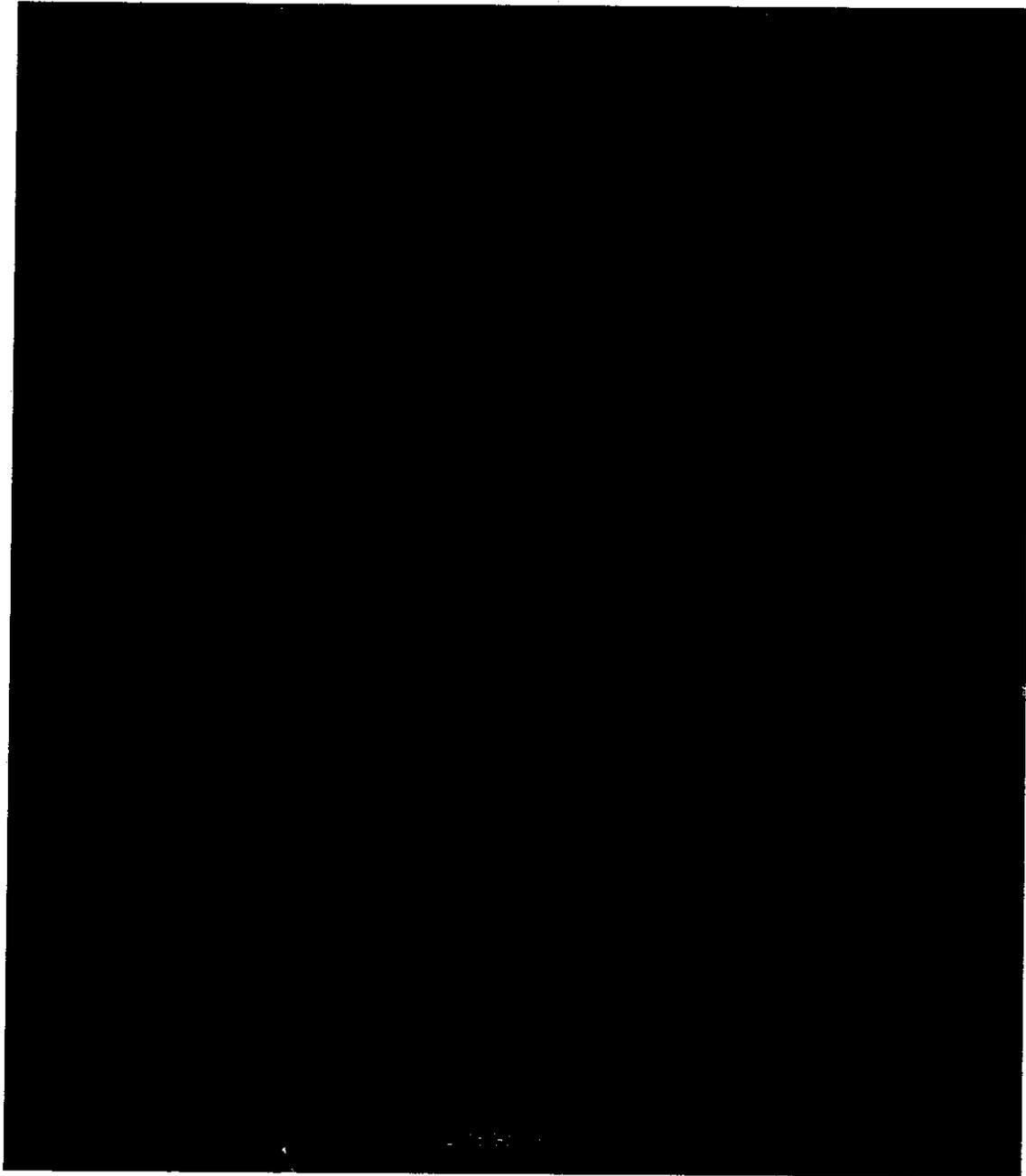
EXHIBIT – MEMORIAL PARK





Carolyn Baldanza, Recreation Director
MC Project No. 19005094P
February 21, 2019
Page 3 of 12

EXHIBIT – BROOKSIDE PARK





TASK 2.0 ENGINEERING DESIGN SERVICES

The improvements that are the subject of this agreement were included as part of the Feasibility Study for River Edge Borough Park Facilities, dated April 14, 2017, prepared by Maser Consulting. The proposed improvements for each location are summarized as follows:

Veteran's Memorial Park

The existing concrete basketball court and roller hockey court are showing signs of severe deterioration due to poor drainage and overuse. The exterior walls and fencing for the roller hockey court appear to be in good condition. Therefore, proposed improvements include milling, asphalt base repair, asphalt paving, surfacing, striping, perimeter landscape restoration and replacement of the basketball hoops.

Brookside Park

The asphalt within the basketball courts appears to be in poor condition due to overuse and age. Therefore, proposed improvements include milling, asphalt base repair, asphalt paving, surfacing, striping, perimeter landscape restoration and replacement of the basketball hoops.

Our office will perform a site visit at both locations to assess current conditions. The survey prepared under Task 1.0 above will be utilized as a base map for the design drawings. It is assumed that both locations can be incorporated into a single set of design drawings and a single specifications book to be publicly bid at one time.

The construction documents shall be submitted when the overall design effort is approximately 75% complete. One (1) set of check plans shall be submitted to you for review and input. Required revisions will be incorporated into the final construction documents. The final construction documents will then be submitted when 100% complete, inclusive of Bid Specifications. The following construction drawings will be included in the Construction Documents:

- **Cover Sheet** will be prepared to indicate the location of the site improvements relative to the proposed improvement locations. This sheet will list the name of the project and the appropriate Borough officials. The Cover Sheet also lists the drawings contained in the plan set, as well as general notes pertaining to the plans.
- **Existing Conditions and Removal Plan** will be prepared to indicate both the existing site conditions and the site improvements to be removed and/or relocated to accommodate the site upgrades. The base map utilized for the tennis court renovation project shall be used throughout the design of this project.
- **Site Dimension and Grading Plan** will indicate the horizontal and vertical relationships between the existing conditions and the proposed site improvements. The plan shall indicate both the existing site conditions to remain and the proposed site improvements as discussed during the design meeting. Improvements to site drainage structures are not anticipated as part of this project.



- **Soil Erosion and Sediment Control** will be prepared in accordance with the local soil conservation district standards. The plan will include applicable notes, soil erosion control measure details, and sequence of construction. The contractor will be required to establish the soil erosion measures as per the plan.

It is anticipated that the project will not result in an increase in impervious coverage over one-quarter (1/4) acre and that there will be less than one (1) acre of total land disturbance at each location as defined by NJDEP Regulations. This project as presented to Maser Consulting appears to be primarily a mill and pave project with isolated sub-base replacement. Therefore, the project does not appear to require a stormwater management detention facility, stormwater recharge facilities, or water quality treatment devices. Changes to the scope of the project could necessitate the need for stormwater management. If stormwater management is required, a separate agreement will be prepared.

- **Construction Detail Plan** will be provided including site improvements, drainage improvements (if applicable), pavement, fencing (if applicable), and appropriate basketball and hockey details.
- **Specifications and Cost Estimate** – The specifications will be comprised of the front end, supplemental and technical portions for the site improvement items that are specified within the bid documents. Said specifications will be prepared in the latest NJDOT format, as amended. These documents will be utilized for bidding services.

The Construction Cost Estimate will be prepared in accordance with the above discussed design plans. The estimate shall be modified during the final design process to reflect the final line items and quantities, and presented to the Borough for use during the bidding process. Should the estimate exceed the funds available, alternate bid(s) may be necessary to be delineated.

- **Design Development Meetings** – Maser Consulting will attend two (2) design development meetings with the project team during the design development phase of the project. The first meeting will occur as a project kick-off meeting and the second meeting will occur at the 75% complete phase. This meeting will serve as a review and discussion of the design development documents and a means to address any concerns from the Borough regarding the project.

TASK 3.0 SOIL EROSION & SEDIMENT CONTROL CERTIFICATION

A Soil Erosion and Sediment Control Plan will be prepared depicting the limits of clearing, soil erosion control measures, construction details and notes. In lieu of a sediment basin, the design will include the appropriate measures to control soil erosion at the source, and, therefore, obviate the need for a sediment basin.



This phase includes the preparation and submittal of the applications and supporting information required for the approvals and/or permits listed below. The soil erosion and sediment control plans will be packaged, along with the required applications for completeness review for permit review to the following agencies:

- Bergen County Soil Conservation District (BCSCD) for Soil Erosion and Sediment Control Plan Certification.

The Borough is responsible for providing the permit fees required by the BCSCD for said application.

TASK 4.0 CONSTRUCTION ADMINISTRATION SERVICES

The goal of the Construction Administration Services phase is to assist the Borough during the construction necessary to build the approved plans. Services shall commence upon assisting in the advertisement for contractors and will include the following:

- Assist the Borough with the Bid Advertisement.
- Addendum – When bidders raise questions/concerns/issues related to site improvements that may affect the bid price, Maser Consulting will develop an addendum to clarify or review the bid documents.
- Opening of Bids – Maser Consulting will attend the bid opening and summarize the results.
- Bid Review for Contract Award – Maser Consulting will review the submittals from the responsive bidders; assist in tabulating the bids, and make recommendations to the Borough regarding the selection and evaluation of the bids.

During the construction of the project, Maser Consulting shall provide the following services:

- Schedule and attend pre-construction meeting.
- Attend weekly construction progress meetings.
- Review and approve shop drawings.
- Review and recommend approval of contractor's applications for payments.
- Review and recommend approval of contractor's change orders, if any.
- Prepare final punch list and review final as-built drawings provided by contractor.
- Provide final completion certificate.

Maser Consulting shall provide part-time on-site construction administration services on an as-needed basis, dependent upon the complexity of construction for any given day. For the duration of the project, we will utilize an on-site field manager who has the experience of constructing tennis court complexes of this size and magnitude. We believe that consistency throughout construction is needed for the duration of the project. Maser Consulting shall be in communication with the Borough's personnel via cellular phone and e-mail.

From experience with similar sized projects, Maser Consulting estimates the construction phase to last approximately two (2) months for the construction of the entirety of the project. Should the Borough desire to color coat the playing surfaces, the surface cannot be color coated until at least



one (1) month post asphalt placement. This process takes a few days and the courts would need to be closed to the public for this time frame until the coating dries. This time is needed for the material to cure and the color coating can properly adhere to the final surface. The construction improvements are estimated to include, but will not be limited to, the excavation and site grading for the courts where the sub-base has failed, milling of the courts, paving of the courts, striping of the courts and other ancillary features that may be discussed during the design of the project.

Based upon our expertise, it is recommended that during the milling and paving operations full time on-site construction administration services should be budgeted. It should be noted that dependent upon the construction activity, one week may be required for additional site observation services, while another week may require less observation. This is strictly dependent upon the contractor's course of action.

Inspection reports will be retained by Maser Consulting regarding the project. We shall review and prepare contractor's payments as well as change order requests (if any). If unacceptable work or material is supplied by the contractor, immediate corrective action shall be taken by Maser Consulting on behalf of the Borough. Our scope of services excludes special inspection services and materials testing services, but these can be provided upon request.

Prior to completion, the inspector shall create a final punch list and completion deadlines shall be scheduled for open construction items. Upon completion of the punch list items, a final site inspection shall be scheduled with the contractor and the Borough to close out the project. Maser Consulting will prepare the paperwork for final inspection and final payment for the contractor. Based upon our experience with the construction of these types of projects, Maser Consulting anticipates the contractor should meet substantial completion within approximately two (2) months – weather dependent. Should additional construction administration services be required other than what is outlined above, Maser Consulting shall coordinate directly with the Borough.

Depending upon the time of award of the construction portion of the project, it may work in the best interest of the Borough to perform the paving operations prior to the summer of 2019 and then color coat (if this is desired by the Borough) after school is back in session in September of 2019.

FEE AGREEMENT:

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the Scope of Services.

TASK 1.0 – PARTIAL TOPOGRAPHIC SURVEY SERVICES	\$6,250.00
TASK 2.0 – ENGINEERING DESIGN SERVICES	\$16,250.00
TASK 3.0 – SOIL EROSION & SEDIMENT CONTROL CERTIFICATION	\$2,500.00
TASK 4.0 – CONSTRUCTION ADMINISTRATION SERVICES	\$9,750.00
TOTAL LUMP SUM PROJECT FEE	\$34,750.00

The above Engineering services will be provided on a lump sum basis not to exceed the listed amount.



Carolyn Baldanza, Recreation Director
MC Project No. 19005094P
February 21, 2019
Page 8 of 12

REIMBURSABLE EXPENSES

Reimbursable expenses including delivery, printing, copying, postage and other reproducible costs for the above-mentioned deliverables are not included within this agreement and will be invoiced separately.

EXCLUSIONS

If any item listed herein, or otherwise not specifically mentioned within this agreement is deemed necessary, then Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra work. Unanticipated additional services will be in accordance with the current Maser Consulting Schedule of Hourly Rates. No additional work or scope of services will be performed without authorization from the Borough of River Edge.

If you find this agreement acceptable, please forward a signed copy of the services agreement, below, to this office and a purchase order/resolution approved by the Borough of River Edge. This will constitute approval of the proposed engineering scope of services described herein.

We thank you very much for the opportunity to offer our services to your community and we look forward to working with you on this and future projects. In the meantime, should you have any questions regarding this agreement, please feel free to contact me at 908-797-8100.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read "Carl P. O'Brien", written over a faint, larger version of the same signature.

Carl P. O'Brien, P.E., P.P., C.M.E., C.P.W.M.
Principal

CPO/mt

Cc: Andrew R. Hipolit, P.E. (Maser Consulting)
Leonardo Ponzio, P.L.S. (Maser Consulting)
Patrick Jamieson, P.E. (Maser Consulting)
Jacqueline Dirmann, P.E. (Maser Consulting)

R:\Projects\2019\19005094P - River Edge - Court Improvements at Veteran's Memorial Park and Brookside
Park\Proposals\190221_CPO_RiverEdgeCourts_Agreement.docx



Carolyn Baldanza, Recreation Director
MC Project No. 19005094P
February 21, 2019
Page 9 of 12

CLIENT CONTRACT AUTHORIZATION

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

Signature

Date

Printed Name

Title



**2019 RATE SCHEDULE
BOROUGH OF RIVER EDGE, BERGEN COUNTY, NJ
RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2019**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Project Manager	166.00
Senior Project Specialist	158.00
Project Specialist	148.00
Technical Professional	140.00
Technical Specialist	130.00
Specialist	120.00
Senior Data Technician	110.00
Senior Technical Assistant	98.00
Technical Assistant	88.00
Data Technician	78.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man w/Robotic Equipment	175.00
Expert Testimony	300.00
Sr. LSRP	235.00
LSRP	210.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 25%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.75/Each
Computer Mylars / Color Plots	50.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.75/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%
Initial Digital Signature	250.00
Additional Digital Signatures	50.00/Each

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



MASER CONSULTING P.A.
BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. **NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.**

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, mileage, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and payment is expected within thirty (30) days. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONSULTANTS/SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain others whose services are required in connection with a project (e.g., drillers, analytical laboratories, transporters, other experts, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such subconsultants/subcontractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other subconsultants/subcontractors, or for their failure to perform any work, regardless of whether we hire them directly as subconsultants/subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subconsultant/subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another subconsultant/subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those subconsultants/subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those subconsultants/subcontractors pursuant to the subconsultants/subcontractors agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant/contractor fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

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

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

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

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.