



**BOROUGH OF CALDWELL
NEW JERSEY**



SPECIAL COUNCIL BUSINESS / CONFERENCE MEETING

September 9, 2021

Borough of Caldwell
1 Provost Square
Caldwell, New Jersey 07006
7:15PM



**BOROUGH OF CALDWELL
NEW JERSEY**

ORDINANCE NO. 1417-21

BOND ORDINANCE PROVIDING FOR VARIOUS ROAD AND SIDEWALK IMPROVEMENTS IN AND BY THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY, APPROPRIATING \$500,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$475,000 BONDS OR NOTES OF THE BOROUGH TO FINANCE PART OF THE COST THEREOF.

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

Section 1. The improvement described in Section 3(a) of this bond ordinance is hereby authorized to be undertaken by the Borough of Caldwell, in the County of Essex, New Jersey (the "Borough") as a general improvement. For the improvement or purpose described in Section 3(a), there is hereby appropriated the sum of \$500,000, including the sum of \$25,000 as the down payment required by the Local Bond Law. The down payment is now available by virtue of provision for down payment or for capital improvement purposes in one or more previously adopted budgets.

Section 2. In order to finance the cost of the improvement or purpose not covered by application of the down payment, negotiable bonds are hereby authorized to be issued in the principal amount of \$475,000 pursuant to the Local Bond Law. In anticipation of the issuance of the bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law.

Section 3. (a) The improvement hereby authorized and the purpose for the financing of which the bonds are to be issued is various road and sidewalk improvements, as described in a list on file in the office of the Borough Clerk, including all work and materials necessary therefor and incidental thereto.

(b) The estimated maximum amount of bonds or bond anticipation notes to be issued for the improvement or purpose is as stated in Section 2 hereof.

(c) The estimated cost of the improvement or purpose is equal to the amount of the appropriation herein made therefor.

Section 4. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer; provided that no bond anticipation note shall mature later than one year from its date, unless such bond anticipation notes are permitted to mature at such later date in accordance with applicable law. The bond anticipation notes shall bear interest at such rate or rates and be in such form as may be determined by the chief financial officer. The chief financial officer shall determine all matters in connection with bond anticipation notes issued pursuant to this bond ordinance, and the chief financial officer's signature upon the bond anticipation notes shall be conclusive evidence as to all such determinations. All bond anticipation notes issued hereunder may be renewed from time to time subject to the provisions of the Local Bond Law or other applicable law. The chief financial officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The chief financial officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this bond ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 5. The Borough hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Borough is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital

budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section 6. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvement or purpose described in Section 3(a) of this bond ordinance is not a current expense. It is an improvement or purpose that the Borough may lawfully undertake as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of the improvement or purpose within the limitations of the Local Bond Law, according to the reasonable life thereof computed from the date of the bonds authorized by this bond ordinance, is 10 years.

(c) The Supplemental Debt Statement required by the Local Bond Law has been duly prepared and filed in the office of the Clerk, and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. Such statement shows that the gross debt of the Borough as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this bond ordinance by \$475,000, and the obligations authorized herein will be within all debt limitations prescribed by the Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-20 is included in the estimated cost indicated herein for the purpose or improvement.

Section 7. The Borough hereby declares the intent of the Borough to issue bonds or bond anticipation notes in the amount authorized in Section 2 of this bond ordinance and to use the proceeds to pay or reimburse expenditures for the costs of the purposes described in Section 3(a) of this bond ordinance. This Section 7 is a declaration of intent within the meaning and for purposes of the Treasury Regulations.

Section 8. Any grant moneys received for the purpose described in Section 3(a) hereof shall be applied either to direct payment of the cost of the improvement or to payment of the obligations issued pursuant to this bond ordinance. The amount of obligations authorized but not issued hereunder shall be reduced to the extent that such funds are so used.

Section 9. The chief financial officer of the Borough is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of obligations of the Borough and to execute such disclosure document on behalf of the Borough. The chief financial officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Borough pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of obligations of the Borough and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Borough fails to comply with its undertaking, the Borough shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

Section 10. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this bond ordinance. The obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Borough for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 11. The amount appropriated hereby provides for the purpose for which an emergency temporary appropriation in the amount of \$150,000 was authorized by resolution adopted on September 9, 2021. Accordingly, the Borough shall not include the emergency temporary appropriation in the 2021 Budget.

Section 12. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

DATE OF FIRST READING: **September 9, 2021**

DATE OF ADOPTION:

MOVED:

MOVED:

SECONDED:

SECONDED:

RECORD OF COUNCIL VOTE

_____ presented the following Ordinance - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This ordinance, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-194
Date of Adoption: September 9, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH DYNAMIC TRAFFIC, LLC IN AN AMOUNT NOT TO EXCEED \$51,000

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the Local Public Contracts Law (N.J.S.A.11-1 et seq.) provides that contracts for professional services may be negotiated and awarded by the governing body without public advertising for bids; and

Whereas, the Borough of Caldwell (the "Borough") wishes to engage the services of Dynamic Traffic, LLC ("Dynamic") for the provision of professional surveying services and related to the Borough's parking and roadway systems and to the Borough's vehicular and pedestrian circulation systems; and

Whereas, the Borough Administrator has solicited proposals from Dynamic for such services and has negotiated with Dynamic terms and conditions that are appropriate to the needs of the Borough;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey That:

1. The proposal of Dynamic which is attached to and made part of this resolution are hereby accepted by the Borough as the basis of a contract for the provision of those services by Dynamic; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with Dynamic for the provision of the services described in the attached proposals; and
3. The maximum amount authorized to be paid to Dynamic pursuant to such agreement is fifty-one thousand dollars (\$51,000); and
3. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow to perform the services and receive the compensation set forth in the attached proposals; and
4. The award of this contract is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the contract; and
5. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the award of contracts of this type.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line-Item

Description

Amount

Christopher Battaglia, CFMO

Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

August 3, 2021
tbanker@caldwell-nj.com

Borough of Caldwell
1 Provost Square
Caldwell, NJ 07006

Attn: Thomas Banker
Administrator

RE: **Proposal for Survey Services**
Bloomfield Avenue – Downtown Corridor
Borough of Caldwell
Essex County, NJ

Dear Mr. Banker,

Thank you for this opportunity to present our proposal for Professional Surveying Consulting Services in relation to your project in Caldwell. The project location is specifically identified as the Downtown Corridor of Bloomfield Avenue in the Borough of Caldwell, Essex County, New Jersey (see attached exhibit).

Based upon our communications with Mr. McCormack of Dynamic Traffic and our familiarity with the project roadways we have prepared the following summary of services to be performed.

Section 1: Survey Services:

- **Topographic and Location Survey (+/- 15 acres):** The scope of surveying services to be provided for this project will be for the proposed roadway reconstruction and streetscape area. The survey will be prepared with roadway cross-sections at 50-foot intervals, including spot elevations and 1-foot contours based on NAVD 1988 datum through the roadways as shown on the attached exhibit. The topographic and location survey will be performed by the survey field crew. Our survey crew will locate observable features and improvements within the area noted including lighting, meters, existing trees, building, building facade, canopies, stoops, entrances, driveways, parking, and visible utilities.

Visible utilities in the Right of Way will be located with inverts (if possible). Inverts will be taken at practical and accessible catch basin or manhole locations. Underground (not visible) utility locations will be shown based upon the location of visible structures or utility mark-outs found in the field. We do not assume liability for the location of underground piping, utilities or mark-out. If specific underground utilities location information is needed during the design phase, additional utility location services such as ground penetrating (GPR) and electromagnetic (EM) underground utility mark out in the area of development can be arranged for an additional fee. Upon commencement of any future construction, it is to be the construction contractor's responsibility to locate existing utility locations and identify any potential conflicts through coordination with utility providers, requests for mark-outs, and performance of test pits (if deemed necessary).

Property lines and rights of way will be illustrated based on tax map information. Our deliverable will include a CAD file, PDF file and five (5) hard copies.

www.dynamicec.com

Lake Como, NJ • Chester, NJ • Toms River, NJ • Newark, NJ • Newtown, PA • Philadelphia, PA
Bethlehem, PA • Allen, TX • Houston, TX • Austin, TX • Delray Beach, FL

SUMMARY OF FEES

Section 1: Survey Services

- **Topographic and Location Survey (S06)** **\$48,650.00**
- **Traffic Safety Plans** **\$ 8,000.00 - \$10,000.00**
Budgetary

Section 2: Reimbursable Expenses (RE01)

\$ 2,000.00 (Not to Exceed)

This proposal is limited to the scope of services specifically defined herein. Any additional services or out-of-scope work items that are requested or are determined to be necessary will be confirmed in writing and invoiced generally in accordance with Dynamic's *Professional Services Rate Schedule* in effect at that time.

Invoices for services will be generated on a monthly basis and are payable upon receipt. Attached to this proposal are our 'Terms and Conditions', which are incorporated into this agreement by reference.

This proposal shall be valid for ninety (90) days following completion and issuance by Dynamic to the client. If not accepted by the client within this time period, it may be subject to modification due to changes in governing agency requirements, fee schedule modifications, etc. This applies to any section of service within this proposal that has not been previously initiated.

Thank you for the opportunity to be of service to the Borough. We look forward to working with you toward achieving the Borough's objectives. Please do not hesitate to contact me if you have any questions or comments on the above.

Sincerely,

DYNAMIC SURVEY, LLC



Craig Black, PE, PLS

AUTHORIZED:

Thomas Banker

Date

2021 PROFESSIONAL SERVICES RATE SCHEDULE

Licensed Professional Engineer – Director	\$240.00/hour
Licensed Professional Engineer – Senior Principal	\$225.00/hour
Environmental Professional – Senior Principal	\$225.00/hour
Senior Geotechnical Engineer – Project Manager	\$225.00/hour
Licensed Professional Engineer – Principal	\$200.00/hour
Licensed Professional Engineer – Branch Manager	\$200.00/hour
Environmental Professional – Principal	\$200.00/hour
Environmental Professional – Senior Project Manager	\$200.00/hour
Licensed Professional Land Surveyor – Senior Principal	\$225.00/hour
Licensed Professional Land Surveyor – Senior Project Manager	\$190.00/hour
Senior Geotechnical Engineer	\$200.00/hour
Licensed Professional Engineer – Senior Project Manager	\$190.00/hour
Environmental Professional – Project Manager	\$190.00/hour
Licensed Professional Engineer – Project Manager	\$165.00/hour
Licensed Professional Land Surveyor – Project Manager	\$165.00/hour
Environmental Scientist	\$165.00/hour
Environmental Technician	\$155.00/hour
CAD Director	\$150.00/hour
Licensed Professional Engineer	\$150.00/hour
Licensed Professional Land Surveyor	\$150.00/hour
Project Manager	\$150.00/hour
Field Survey Crew – Two Man	\$195.00/hour
Field Survey Crew – Three Man	\$250.00/hour
Project Engineer	\$140.00/hour
Licensed Landscape Architect	\$140.00/hour
Construction Services Manager	\$140.00/hour
Construction Materials Testing Supervisor	\$140.00/hour
Geotechnical Engineer/Geologist	\$140.00/hour
Senior Project Surveyor	\$135.00/hour
Survey Party Chief	\$135.00/hour
Senior Technical Professional/Senior Engineering Technician	\$135.00/hour
CAD Manager	\$125.00/hour
Project Surveyor	\$125.00/hour
Senior Design Engineer	\$125.00/hour
Technical Professional	\$125.00/hour
Senior Survey Technician	\$115.00/hour
Design Engineer	\$105.00/hour
Staff Engineer	\$105.00/hour
Staff Engineer (Half-Day Rate)	\$525.00
Project Coordinator	\$105.00/hour
Survey Technician	\$105.00/hour
Senior CAD Designer	\$100.00/hour
Assistant Project Coordinator	\$95.00/hour
Engineering Technician	\$75.00/hour
Engineering Technician (Half-Day Rate)	\$375.00
CAD Designer	\$90.00/hour
Assistant Professional	\$85.00/hour
Senior Administrative Assistant	\$80.00/hour
Assistant Survey Technician	\$75.00/hour
Administrative Assistant	\$75.00/hour
Traffic Enumerator	\$40.00/hour

Professional Services for the purposes of litigation matters, court appearances and attendance at other legal proceedings shall be billed at 1.5 times the above rate.

STANDARD TERMS AND CONDITIONS

1. Professional Responsibility:

The Engineer represents that services described in the scope of services contained in the *Letter Proposal* (submitted with and incorporated as part of these *Standard Terms and Conditions*) shall be performed in a manner consistent with that level of care and skill ordinarily exercised by comparable Professional Engineers under similar circumstances at the time the services are performed. No other representation to the Owner, express or implied, and no warranty or guarantee is included or intended hereunder, or in any report, opinion, document or otherwise. The Engineer does not guarantee approval of any plans submitted for review, nor will the Engineer be responsible for the timeliness of the work or acquisition of applicable approvals. The Owner agrees that it has retained the Engineer for professional services in connection with the preparation of documents or plans for project design purposes or for submission to various jurisdictional entities for review, and it accepts the risk associated with the Project. The Engineer shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and other such requirements in effect as of the date of the execution of this Agreement.

2. Owner and Engineer Responsibility:

The Owner agrees to provide right of entry for personnel and equipment necessary to complete the work. While the Engineer will take reasonable precautions to minimize any damage to the property, it is understood by the Owner that, in the normal course of work, some damage may occur. The Engineer shall be responsible for the correction of any such material damage to the extent it is caused by the Engineer's negligence, omissions or willful conduct, or those of anyone for whom the Engineer is legally responsible.

The Owner agrees to assist the Engineer by placing at the Engineer's disposal any and all information available pertaining to the Project, such that services may be performed in the most efficient fashion, including existing plans, recorded deeds, correspondence, reports, specifications and any other related items. If preparation of a boundary survey is included in the Engineer's scope of services, the Owner will provide to the Engineer a title search of the property which identifies the description and any limitations or objections to the title of property under the letter proposal.

3. Payment Terms:

The executed letter proposal, (attached to and incorporated as part of these *Standard Terms and Conditions*) shall act as an additional agreement between the Engineer and the Owner for the provision of professional services. The Engineer agrees to perform services and the Owner agrees to pay the Engineer for services, in accordance with the terms of the letter proposal, without regard to the success or time of completion of the Project. Invoices for professional services and expenses incurred shall be generated on a monthly basis, and are due and payable within Thirty (30) days of receipt. If an invoice becomes delinquent, the Engineer reserves the right to cease all services and pursue all remedies upon three (3) days prior written notice. In the event that the Engineer prevails in a legal action against the Owner for unpaid invoice amounts, the Engineer shall be entitled to recover attorney fees and court costs from Owner. Further, the Owner agrees that all undisputed and unpaid invoice amounts outstanding for more than thirty (30) days shall accrue interest at a rate of 1.5% per month from the date of the invoice up to and including the time of payment.

In the event a retainer is required by the Engineer, the retainer will be applied to the final invoice generated by the Engineer. Any excess amount will be refunded to the Owner, and in no event later than thirty (30) days after the Owner's payment of the final invoice. The billing rates effective during the time services are provided under this agreement and the letter proposal shall only be modified upon written agreement of the Owner and Engineer.

6. Revocation of Certification or Statements:

The Engineer shall have the right to revoke any certification, statements or professionally scaled documents or plans, in the event that the Engineer is made aware of any unauthorized or prohibited use by the Owner. The Owner assumes the risk of any damages arising from such unauthorized or prohibited use of the Engineer's property or Instruments of Service.

7. Assignment:

The Agreement shall be binding upon the parties, their successors and assigns. The Owner shall not assign or transfer this Agreement or any interest herein without the prior written consent of the Engineer, with the exception that Owner shall always be permitted to assign this Agreement to a related party or affiliate of Owner, or to a lender or financier of Owner or to the Project. The Engineer may, without the consent of the Owner, assign or transfer this Agreement to any subsidiary or affiliate of the Engineer, or subcontract any portion of the services hereunder, in whole or in part.

8. Exercise of Remedies:

It is agreed by the parties that the exercise by the Engineer of any one or more of the remedies set forth in these *Standard Terms and Conditions* shall create the right of the Engineer to the exercise the same remedy or remedies under any other Agreement with the Owner.

9. Severability:

The provisions of this Agreement shall be severable and, if any provision hereof shall be determined by any court of competent jurisdiction to be invalid, such determination shall not affect or invalidate the remainder hereof.

10. Entire Agreement:

Each party hereto acknowledges its full understanding of this Agreement and the letter proposal, and that there are no verbal promises, understandings or other agreements in connection herewith. All previous negotiations and agreements between the parties are merged into this Agreement and the letter proposal, which, in conjunction, fully and completely express the entire agreement between the parties.

11. Governing Law:

This Agreement and the letter proposal shall be governed by the laws of the State in which the Project is located.

12. Insurance:

Dynamic Engineering Consultants, P.C., and its affiliates Dynamic Traffic, LLC and Dynamic Survey, LLC shall maintain a policy of broad general and professional liability insurance, evidenced by certificate, with Owner named as an additional insured, in the following general amounts and forms of coverage, [with said amounts subject to modification upon request and Agreement with Owner]:

General Liability:	\$2,000,000 per Occurrence / \$2,000,000 Aggregate
Professional Liability:	\$5,000,000 per Occurrence / \$5,000,000 Aggregate
Products Completed Operations:	\$2,000,000 Aggregate
Worker's Compensation:	\$1,000,000 Employers Liability
Automobile Liability:	\$1,000,000
Excess Umbrella:	\$5,000,000

15. Means and Methods of Construction:

The Engineer is not a guarantor or insurer of the Owner's or its contractor's work. The Engineer shall not be responsible for the means, methods, sequences, or procedures of construction selected by the Owner or its contractor, the safety precautions and programs incident to the work of the Owner or its contractor, or compliance with OSHA or other applicable regulations. The Engineer shall not be responsible for the review or observation of the adequacy of the Owner or contractor's safety measures, safety conditions on the site Project or the Owner or its contractor's means or methods of construction.

16. Non-Exclusivity:

Subject to any conflict of interest, nothing in this Agreement shall prohibit or restrict the Engineer and Owner from contracting with or being engaged in any such capacity in promoting, undertaking, providing services to or in any way being involved with another person, firm or entity.

17. Objections to Invoices:

Any objection which the Owner may have to any invoice issued by the Engineer shall be made in writing and delivered to the Engineer within Fourteen (14) days of receipt by the Owner. Nothing herein shall be deemed to alter the statute of limitations applicable to any claim that may arise under this Agreement or the letter proposal.

18. No Third-Party Beneficiaries:

Nothing contained in this Agreement, or the letter proposal shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Engineer.

19. No Consequential Damages:

Except to the extent covered by insurance, neither the Owner or the Engineer shall be liable to the other for any consequential damages incurred due to the fault of the other, regardless of the nature of the fault or whether it was committed by the Engineer or the Owner, or their respective employees, agents, sub-consultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-195

Date of Adoption: September 9, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH COZZARELLI CIRMINIELLO ARCHITECTS, LLC IN AN AMOUNT NOT TO EXCEED \$750,000

Recommended for approval by:

Thomas Banker, Administrator

Approved as to form and legality by:

Title:

Whereas, the Local Public Contracts Law (N.J.S.A.11-1 et seq.) provides that contracts for professional services may be negotiated and awarded by the governing body without public advertising for bids; and

Whereas, the Borough of Caldwell (the "Borough") wishes to engage the services of Cozzerelli Cirminiello Architects, LLC ("CCA") for the provision of professional architectural and engineering services related to the continuation of the design and construction of a new Borough Hall and Police Headquarters; and

Whereas, the Borough Administrator has solicited a proposal from CCA for such services and has negotiated with CCA terms and conditions that are appropriate to the needs of the Borough;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey That:

1. The proposal of CCA which are attached to and made part of this resolution are hereby accepted by the Borough as the basis of a contract for the provision of those services by CCA; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with CCA for the provision of the services described in the attached proposals; and
3. The maximum amount authorized to be paid to CCA pursuant to such agreement is seven hundred and fifty thousand dollars (\$750,000), of which seventy-five thousand dollars (\$75,000) was for schematic design services which have been completed and six-hundred and seventy-five thousand dollars (\$675,000) is for the remainder of the building design, the oversight of public bidding and the supervision of construction, including reimbursable expenses related thereto; and
3. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow CCA to perform the services and receive the compensation set forth in the attached proposals; and
4. The award of this contract is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the contract; and
5. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the award of contracts of this type.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line-Item

Description

Amount

Christopher Battaglia, CFMO

Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

COZZARELLI CIRMINIELLO ARCHITECTS

commercial • residential • industrial • design build • construction management



1

17 February 2021

Letter Proposal / Agreement Phase-I

Phase I: Schematic Phase – Council Adoption 23 February 2021 – Completed

Letter Proposal / Agreement Phase-II

9 July 2021

Phase II: DD and CD and CA Proposed A/E Fee for Caldwell Borough Hall

Thomas Banker, Borough Administrator

Borough of Caldwell

1 Provost Square

Caldwell, New Jersey 07006

Re: **The Borough of Caldwell**

New Borough Hall (approximately 18,000 GSF including unfinished areas)

Dear Thomas Banker, Administrator:

This letter proposal is in response to your invitation to provide Architectural and Engineering Services for the referenced project, which is based on information, developed to date, in the Schematic Design Phase. The scope-of-work for this phase of the project will be for Design Development, Construction Documents, Bidding, and Construction Administration of the proposed New Borough Hall. The proposed location will be at the spot where the existing borough parking deck is located. The parking deck has been partially demolished, creating a site for the new Borough Hall. The scope is further defined by the proposed use of the surrounding Community Center building that will be renovated, altered and repaired as part of the Caldwell Redevelopment Plan.

The proposed New Borough Hall will have three floors and the areas of the floors will range between 5,600 SF and 6,000 SF. The Program for the spaces has been defined in greater detail by the Borough Administrator and the Design Committee, and incorporated into the approved Schematic Plan. The Building Program identifies the municipal services to be housed in the municipal building for the benefit of the public.

The design will be refined in the Design Development and Construction Document Phases. This will be part of the Architectural and Engineering scope of services. The advancement of the design during the DD and CD Phases will identify the current State of New Jersey Uniform Construction Code standards, codes and regulations as set forth by the DCA and the International Building Code as adopted by DCA, as well as other applicable adopted building codes, standards and regulations for the use groups to be located in the building, including those of the NJ Dept. of Corrections and the Administrative Office of the Courts.

CCA-Cozzarelli Cirminiello Architects, LLC and our consulting firm, The Goldstein Partnership, is pleased to present this proposal for your consideration based on the information received to date, and the information generated during the Schematic Design Phase. This proposal will be for “Basic Architectural Services” that includes the Schematic Design Phase and Design Development Phase through the Construction Document Phase, the Bidding Phase, and the Construction Administration Phase.

BASIC SERVICES

CCA proposes the following professional Architectural/engineering services:

PHASE I: CONCEPT / SCHEMATIC DESIGN (Completed)

1. Research, listen and communicate with administrator and director to define the scope of the project.
2. Field analysis and documentation of existing condition and proposed footprint and survey.
3. Identify proposed connection to existing building, structural issues and overall building condition and proposed design of new Borough Hall.
4. Establish program requirements for the building.
5. Concept / Schematic design based on established program requirements and proposed rendering.
6. Building construction code analysis as applicable to the proposed Schematic concept plan.
7. Development of Revit models for review by administrator and director, as required.
8. Electrical / Plumbing / Mechanical design concepts will be reviewed and implemented in Phase II.
9. All unforeseen conditions as discovered during the renovation will be identified and they will be the responsibility of the borough to repair, remediation, and/or restore.
10. The Architect will proceed with Phase II upon review and approval of Phase I Concept / Schematics Design by administrator and director.

PHASE II: DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS / BIDDING / CONSTRUCTION ADMINISTRATION

1. Based on the approval by the Administrator of the Schematic Drawings completed in Phase I, the Architect will advance the scope of services from Design Development through project closeout.
2. Design Development will include Architectural drawings and coordination of mechanical / electrical / plumbing and life safety systems and technology systems for this project.
3. Design Development drawings and other documents will begin to fix and describe the size and character of the project as to Architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
4. A preliminary estimate of construction cost will be established and design will be adjusted to meet the proposed project budget.

COZZARELLI CIRMINIELLO ARCHITECTS

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5. Based on the approval of the Design Development documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
6. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between Owner and Contractor.
7. The Architect will assist the Owner in review of the Bids and award of the Project.
8. The Architect shall visit the site at intervals appropriate to the stage of the construction or as otherwise agreed by the Owner and Architect to become generally familiar with the progress and quality of the Work completed to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
9. The Architect will review and act upon the contractor's submittals and will certify payment requisitions to the contractor.
10. The Architect shall not be required to make exhaustive or continuous on-site inspections to check or quantify the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the work.
11. The Architect shall neither have control or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
12. The Architect / Engineer Proposed Design Team consist of the following:
 - a. Cozzarelli Cirminiello Architects, LLC – Architect-of-Record
 - b. The Goldstein Partnership – Design Architect
 - c. Omdex, Inc. - Mechanical & Electrical & Plumbing – Systems Design Engineers
 - d. Allan Klein, PA – Structural Engineer
 - e. Loring Consulting Engineers – Technology Consultants
 - f. K2 Audio – Acoustics Consultants
 - g. PCM – Construction Cost Estimators
 - h. Stan Majorawski, Specification Writer
 - i. Joseph Perello, LLA, RLA, PP – Landscape Architect & Site Amenities & Site Lighting
 - j. Beckmeyer Engineering, PC* – Civil Engineer (*Note: Beckmeyer Engineering Services for this project will be retained directly by Caldwell Borough. Design Team will consult and coordinate with Beckmeyer Engineering throughout this project.)
13. Enclosed Terms & Conditions.

PHASE II - PROFESSIONAL COMPENSATION FOR BASIC SCOPE OF SERVICES-PROPOSED
Compensation for Phase II as defined by this proposed Scope-of-Work will include Design Development, Construction Documents, Bidding, and Construction Administration services. The Architect and consulting A/E team will be compensated a lump-sum fee of Six Hundred and Fifty Thousand Dollars (\$650,000) plus reimbursable expenses. The compensation for these professional Architectural / Engineering services is explained in the payment schedule as follows:



DESIGN TEAM COMPENSATION

PHASE I COMPENSATION SCHEDULE

1. Schematic Design Phase I (completed) \$ 75,000 (completed)

PHASE II COMPENSATION SCHEDULE

2. Design Development & Code Analysis \$225,000
3. Construction Documents & Specifications \$275,000
4. Bidding & Negotiation \$ 25,000
5. Construction Administration \$125,000

Basic Fee For Phase II: \$650,000

(Note: A/E Design Team For Basic Fee For Phase I & Phase II \$725,000)

Reimbursable Expenses: In addition to the Basic Compensation described above, a Reimbursable Expense allowance of \$25,000 will be required, against which we and our consultants will invoice. Expenses will include mileage and tolls, printing costs (for example, printing of documents for Plan Review and for internal use), and other out-of-pocket expenses associated with our services and those of our Consultants. Expenses will be billed at cost. To facilitate the exchange and tracking of project documents, especially submittals, the Architect will purchase, manage, and administer a license to use Submittal Exchange, an on-line Oracle portal, for the duration of construction. It is anticipated that the fee for that license will be approximately \$10,000, which is allowed for in the Reimbursable Expense allowance.

BILLING

Invoicing will be on a monthly basis in proportion to the percentage to which A/E services have been completed; payments are due within 30 days.

PROJECT SUSPENSION

Should the Owner elect to stop the project or if the Architect is released from the contract, the Architect is to be paid in full for all services in that phase of the project, as if the phase was completed as of the to date the project was stopped.

ADDITIONAL SERVICES

If the scope of the project changes after execution of this Agreement and Owner approval of Schematic and Design Development, the Architect and Owner will negotiate affected parts of this Agreement. The Architect will only proceed with revisions when the Owner provides written approval to proceed with changes to the documents.



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If there are revisions and/or Additional Services fees beyond the scope of the project, as defined herein, they are to be mutually agreed upon by all parties prior to the commencement of such services necessary to complete this project.

The Architect and the Owner agree that because the Architect's services shall not include continuous on-site construction supervision, the client shall be responsible for interpreting the contract documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and that if the client authorizes deviations recorded or unrecorded, from the documents provided by the design professional, the Owner shall indemnify and hold harmless from and against claims, losses damages and expenses, including but not limited to defense costs and time of the Architect, to extent such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

Additional Services are subject to the enclosed "Schedule-A" as part of this Agreement and the following services that are not included in this scope:

1. Meetings with County or State are not included. The Architect will only meet with local Administrator and Code Official personnel and/or appointed Township Representatives as part of this Agreement. All other meetings will be invoiced on an hourly basis and make a courtesy presentation to the Planning Board.
2. Required filing fees or preparation of permit applications.
3. Additional renderings can be provided, if requested for an Additional Fee.
4. Additional consultants beyond the noted scope of services will be an Additional Fee. This may include "Specialized Consultants" for unforeseen conditions occurring during construction or for an item that was not anticipated and/or requested during the bid period. The Architect will not engage this Additional Service without written approval to proceed.
5. Mold, asbestos, lead paint, or any other type of toxic remediation will be the responsibility of the Owner. The Architect will not be held responsible for toxic remediation and/or identification.
6. Assistance in applying for grants can be provided for an Additional Fee.
7. Construction Management, Design/Build "project delivery" is not included, but these services can be provided as requested by the Owner.
8. Cost of amending plans and specification for revisions or re-bid of documents, including any revisions received by code changes that go into effect after owner approved review of the schematic design.
9. Cost of amending plans at the direction of the Owner for additional design work after permits have been issued.
10. Cost of amending plans and specifications for unforeseen conditions.
11. Cost of Special Inspectors, by others.
12. Cost of Land Surveyor, by others
13. Cost of Civil Engineer, by others.
14. Cost of Sprinkler Design Engineer beyond the scope of the Agreement.

15. Cost of Mechanical, Electrical, and Plumbing engineers beyond the scope of the Agreement.
16. Cost of Planner, by others.
17. Cost of Additional Services of Architect or Engineer not within the scope of the work or as directed by the Owner to retain them for services not within the scope of this Agreement or under the direction of the Architect of record.
18. Cost of Legal Counsel, by others.

STANDARD PROVISIONS**Americans With Disabilities Act:**

The Architect and his consultants responsibility for compliance with the Americans With Disabilities Act (ADA), in conjunction with the Construction Documents or the completed structure, ends following the review and acceptance of the Construction Documents by the Construction Code Official.

Betterment:

If, as part of the Architect's services, any required item or component of the project is omitted from the Construction Documents, the Architect shall not be responsible for paying the cost to add such item or component. However, the Architect shall be required to modify all necessary documents associated with the omitted item and the Architect shall prepare any Change Order documents associated therewith.

Indemnification:

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. The Architect is not obligated to indemnify the Client in any manner whatsoever for the Client's negligence.

OWNER'S RESPONSIBILITIES

1. If Owner is currently retaining another professional then the Owner is to provide a release from any and all other professionals that have been involved with this project.
2. The Owner is to provide a survey of the property and any other applicable information, i.e. existing plans, surveys, reports, etc. to the design team that pertains to this project.
3. Either party upon a seven-day notice may initiate termination of this Agreement. All service fees must be satisfied up to the time of termination, if implemented.
4. Any and all disputes arising from this Agreement shall be resolved through mediation, arbitration, or litigation not necessarily in that order, at the discretion of the Architect and/or Owner.
5. The Owner will designate a responsible person to make decisions during normal working hours or as mutually agreed upon. All meetings are by appointment and must be notified, by Owner's representative or Architect, 48 hours in advance of the requested meeting time.
6. This fee proposal shall be valid for thirty-days (30) from the date of this letter.



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CONCLUSION

Robert Cozzarelli, FAIA anticipates that you accept this proposal and if you should have any questions or comments, please contact the Architect at your convenience. Thank you for this opportunity for this firm to provide Architectural services and I look forward to working with the Borough of Caldwell on completing this most important project,

Sincerely,
Robert Cozzarelli, FAIA, NCARB, PP, CID

Date Accepted by Owner _____

I have reviewed the letter agreement and terms and conditions and agree to this on the _____

_____ Day of _____, 2021.
(Date of Signed Agreement and Receipt of Retainer Signifies Notice-to-Proceed)

Signed In Acceptance

Date

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TERMS & CONDITIONS: **Sign In Acceptance** _____ **Date** _____

- **Design Basis:** The design will be based on the Site Plan and Floor Plans presented at the public meeting of Tuesday, 06/22/21.
- **Scope of Services:** This Proposal is intended to include the completion of the Schematic Design Phase (begun under our initial contract with the Borough), plus the following phases in their entirety: Design Development, Construction Documents, Bidding, and Construction Administration.
- **Billing:** We will bill monthly in proportion to the percentage to which services have been completed; payments are due within 30 days.
- **Visualization:** We will use the computer model of the site and existing structures built during the Schematic Phase, to study the design as it develops during the subsequent Phases outlined herein. Images will be furnished to the Borough for posting on its website, etc.
- **Sustainable Design Certification:** Sustainable design certification (such as LEED Certification) will not be sought for this project. However, the Design Team will design the building to incorporate sustainable principles which can be both accommodated within the budget and justified by reasonable payback periods.
- **Plan Review:** It is assumed that Plan Review will occur at the local level.
- **Plan Distribution:** In order to make the plan distribution process as seamless and economical as possible, it is assumed that plans will be distributed, on-line, through one of the services approved by the State of New Jersey (such as bidnetdirect.com).
- **Design & Construction Schedule:** The intention is to bid the project in early 2022, so that the Construction Contract can be awarded and ground can be broken for the new building sometime Spring 2022.
- **Scope of Site Engineer's Services:** The following professional services will be provided by the Borough Engineer, who will act as the project's Site Engineer, or by separate consultants working directly for the Borough. The Architect will coordinate with the Site Engineer, and integrate the Engineer's Construction Documents into the overall set of CD's, once his documents are in compatible format.
 - Site Engineering
 - Site Utilities (including any utility relocation's)

- Surveying
 - Geotechnical Engineering, including any earthwork monitoring required during construction
 - Environmental Analyses
 - Sitework Permitting
 - Traffic Signage & Line Striping
 - Phasing of Site work, including planning to accommodate parking during construction
 - Planning Board Submission (for courtesy review), incorporating documents generated by the architect.
 - Prepare documents for demolition of designated existing structures upon completion of the new building.
 - Environmental Engineering (if required)
-
- **Furniture, Furnishings & Equipment Layout:** As part of our Basic Services, we will provide a Preliminary Furniture Plan showing the generic types of furniture required in each space, as a guide for negotiations by the Borough with State Contract furniture vendors. If any services are required during bidding or procurement of the furniture and furnishings, such services will constitute Additional Services.
 - **Scope of Technology Consultant's Services:** The Technology Consultant's scope will be as outlined in their attached Proposal. Their Basic Services and Fees are incorporated into the Architect's Basic Fee.
 - **Phasing of Building and Site Construction Work:** The Architect will collaborate with the Site Engineer to develop a Phasing Plan for the building and site construction work, with the goal of minimizing inconvenience and costs to the public during construction and enabling the existing buildings to remain in full operation throughout the construction period . Phasing of the Sitework will be addressed in the Borough Engineer's Sitework Drawings. It is assumed that the building will be built in a single Phase. If the Borough wishes to retain the Architect to assist in the design or planning of any temporary facilities, such as trailers, such services shall constitute Additional Services, regardless of their location (on-site or not).
 - **Structure of General Contract:** It is assumed that the building construction and site-work construction (other than any Demolition Contract) will be combined into a single General Contract. The Architect will administer the building construction; the Site Engineer will administer the site-work.
 - **Construction Manager:** It is assumed that the Borough will not retain a Construction Manager.



- **Planning Board Presentation:** The Architect, with the assistance of the Site Engineer, will make a courtesy presentation to the Planning Board. The design and engineering required to accommodate any changes requested by the Planning Board will constitute Additional Services.
- **Photovoltaic System Design:** As an Additional Services (the Fee for which will be a function of the extent of the requested system), the Architect will make provisions in the design of the building to accommodate a rooftop array of photovoltaic panels. The Owner shall decide no later than the start of the Design Development Phase, whether or not to plan for a PV system, so that the superstructure can be engineered to support its weight.
- **Provisions for Fitness Equipment:** It is assumed that the Borough and/or Police Department will procure the exercise equipment for the Fitness Center. By the start of the Construction Documents Phase, that party will submit to the Architect a complete inventory of the intended equipment. The Architect will provide the power and data infrastructure to support that equipment.
- **Graphic Design & Wayfinding:** As part of our Basic Services, the Architect will design and specify the building's Exterior Lettering, Lobby Signage, Interior Signs, Cornerstone, and, using a high-resolution digital image furnished by the Borough, the Borough Seal Plaque and Dedication Plaque.
- **Engineering for Mobile Shelving:** If there is a desire for the building to be able to accommodate mobile shelving (also known as "dense storage"), the associated engineering will be included in the Architect's Basic Fee as long as its potential locations are identified to the Architect by the start of the Design Development Phase. If such information is furnished to the Architect later than that, such services will constitute Additional Services.
- **Special Inspections:** It is assumed that all Special Inspections required for this Essential Public Facility will be performed by an independent testing agency retained by the Borough and approved by the Architect.
- **Record Drawings:** Contractor will be responsible for preparing Record Drawings for review by the Design Team.
- **Conformed Drawings:** The Architect will be responsible for producing Conformed Drawings, integrating the contents of the addenda issued during the Bidding Period.
- **Lightning Protection System:** Engineering of a building-mounted Lightning Protection System is included in the Basic Fee.

- **FM-200 System:** If an FM-200 type fire-suppression system, rather than a conventional wet system is desired in any equipment rooms or spaces, the engineering of it will constitute an Additional Service, the Fee for which will be a function of the extent of the system. Any decision to include such a system must be made before the start of the Design Development Phase.
- **Food Service Provisions:** It is assumed that none of the food service provisions included in the building's Break Rooms will require a commercial cooking hood. For that reason, it is assumed that the services of a Food Service Consultant will not be required.
- **Construction Duration:** A reasonable construction period for the new building will be 15 months (exclusive of sitework phasing before or after the building construction period). The Architect's Construction Administration Phase Fee is based on this duration. In the event that it is extended due to the actions or inaction's of the Owner or Contractor, Construction Administration Services during the extended period will constitute Additional Services. The General Conditions will include a provision to enable the Borough to back charge the Contractor for the associated Additional Fees, to the extent that the time extension is the result of their failure to perform in accordance with the Contract.
- **Separate Proposals for other Projects:** Professional Services and Fees associated with the Health and Human Services Building and the Community Center will be described in separate Proposals.
- **Ownership of Documents:** the Architect and his Consultants shall own their Instruments of Service for the project, and upon payments of fees shall grant the Owner a limited license to use their documents for the construction of this building.
- **Waiver of Consequential Damages:** Claims for consequential Damages, The Architect and the owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
- **Limitation of Liability:** In recognition of the relative risks and benefits of the projects to both the owner and the Architect, the risks have been allocated such that the owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and subcontractors to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and subcontractors to all those named shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but not limited to, negligence, gross negligence, professional errors or omissions, strict liability, breach of contract or warranty.



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-196

Date of Adoption: September 8, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH COZZARELLI CIRMINIELLO ARCHITECTS, LLC IN AN AMOUNT NOT TO EXCEED \$175,00

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the Local Public Contracts Law (N.J.S.A.11-1 et seq.) provides that contracts for professional services may be negotiated and awarded by the governing body without public advertising for bids; and

Whereas, the Borough of Caldwell (the "Borough") wishes to engage the services of Cozzerelli Cirminiello Architects, LLC ("CCA") for the provision of professional architectural and engineering services related to the continuation of the design and rehabilitation of Health Services Building located at 14 Park Avenue; and

Whereas, the Borough Administrator has solicited a proposal from CCA for such services and has negotiated with CCA terms and conditions that are appropriate to the needs of the Borough;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey That:

1. The proposal of CCA which are attached to and made part of this resolution are hereby accepted by the Borough as the basis of a contract for the provision of those services by CCA; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with CCA for the provision of the services described in the attached proposals; and
3. The maximum amount authorized to be paid to CCA pursuant to such agreement is seven hundred and twenty-five thousand dollars (\$175,000), of which twenty-five thousand dollars (\$25,000) was for schematic design services which have been completed and one hundred and twenty-five thousand dollars (\$125,000) is for the remainder of the building design, the oversight of public bidding and the supervision of construction, plus funds not to exceed twenty-five thousand dollars (\$25,000) for reimbursable expenses; and
4. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow CCA to perform the services and receive the compensation set forth in the attached proposals; and
5. The award of this contract is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the contract; and
6. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the award of contracts of this type.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

Line-Item	Description	Amount
_____ Christopher Battaglia, CFMO		_____ Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

RECORD OF COUNCIL VOTE

Councilman _____ presented the following resolution - Seconded by Councilman: _____

COUNCILMAN Yes No Absent Abstain COUNCILMAN Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



17 February 2021 (COMPLETED)
Letter Proposal / Agreement Phase I
Phase I: Schematic Phase - Council Adoption 23 February 2021

Letter Proposal Agreement Phase II
12 July 2021
Phase II: DD and CD and BID and CA Proposed A/E Basic Fee for Health and Human Services Building

Thomas Banker, Borough Administrator
Borough of Caldwell
1 Provost Square
Caldwell, New Jersey 07006

Re: **Health and Human Services Building**
14 Park Avenue Renovation / Alteration (Interior and Exterior)

Dear Thomas Banker, Administrator:

This letter proposal is in response to your invitation to provide Architectural and Engineering Services for the referenced project and it is based on information, developed to date, in the Schematic Design Phase. The scope-of-work for this phase of the project will be for Design Development, Construction Documents, Bidding, and Construction Administration for the interior renovation / alteration of the existing building located at 14 Park Avenue, Caldwell, NJ. The scope is further defined by the proposed borough use of the building. The building interior will be altered for the benefit of the public to accommodate Health and Human Services (HHS) throughout the building.

The building has two floors and the total area is approximately 5,000 Sq. Ft. The program interior use of the spaces has been defined in greater detail by the HHS Department Director and Borough Administrator, Borough Administrator and the Design Committee, and incorporated into the approved Schematic Plan.

The design will be refined in the Design Development (DD) and Construction Document Phases (CD). This will be part of the Architectural and Engineering scope of services. The advancement of the design during the DD and CD Phases will identify the current State of New Jersey Uniform Construction Code standards, codes and regulations as set forth by the DCA and the International Building Code as adopted by DCA, as well as other applicable adopted building codes, standards and regulations for the use groups to be located in the building.

The design will be refined in the Design Development and Construction Document Phases. This will be part of the Architectural and Engineering scope of services. The advancement of the design during the DD and CD Phases will identify the current State of New Jersey Uniform Construction Code standards, codes and regulations as set forth by the DCA and the International Building Code as adopted by DCA, as well as other applicable adopted building codes, standards and regulations for the use groups to be located in the building,



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CCA-Cozzarelli Cirminiello Architects, LLC is pleased to present this proposal for your consideration based on the information received, to date, and the information generated during the Schematic Design Phase. This proposal will be for “Basic Architectural Services” that includes Design Development through Construction Document Phase, the Bidding Phase, and Construction Administration Phase.

BASIC SERVICES

CCA proposes the following professional Architectural/engineering services:

PHASE I: CONCEPT / SCHEMATIC DESIGN – COMPLETED

1. Research, listen and communicate with administrator and director to define the scope of the project.
2. Field analysis and documentation of existing condition.
3. Identify structural issues and overall building condition before and after “selective demolition” has been completed.
4. Establish program requirements for interior and exterior alteration / renovation.
5. Concept / Schematic design based on established program requirements.
6. Building construction code analysis as applicable to the proposed schematic concept plan.
7. Development of Revit models, sample boards for review by administrator and director, as required.
8. Electrical / Plumbing / Mechanical design concepts will be reviewed and implemented in Phase II.
9. All unforeseen conditions as discovered during the renovation will be identified and they will be the responsibility of the borough to repair, remediation, and/or restore.
10. The Architect will proceed with Phase II upon review and approval of Phase I Concept / Schematic Design by administrator and director.

PHASE II: DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTS / BIDDING / CONSTRUCTION ADMINISTRATION

1. Based on the approval by the Administrator of the Schematic Drawings completed in Phase I, the Architect will advance the scope of services from Design Development through project closeout.
2. Design Development will include Architectural drawings and coordination of mechanical / electrical / plumbing and life safety systems and technology systems for this project.
3. Design Development drawings and other documents will begin to fix and describe the size and character of the project as to Architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
4. A preliminary estimate of construction cost will be established and design will be adjusted to meet the proposed project budget.
5. Based on the approval of the Design Development documents and any further adjustments in the scope or quality of the project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

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6. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the contract, and the form of Agreement between Owner and Contractor.
7. The Architect will assist the Owner in review of the Bids and award of the Project.
8. The Architect shall visit the site at intervals appropriate to the stage of the construction or as otherwise agreed by the Owner and Architect to become generally familiar with the progress and quality of the Work completed to determine, in general, if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents.
9. The Architect will review and act upon the contractor's submittals and will certify payment requisitions to the contractor.
10. The Architect shall not be required to make exhaustive or continuous on-site inspections to check or quantify the Work. On the basis of on-site observations as an Architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the work.
11. The Architect shall neither have control or charge of, nor be responsible for, the construction, means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
12. The Architect / Engineer Proposed Design Team consist of the following:
 - a. Cozzarelli Cirminiello Architects, LLC – Architect-of-Record
 - b. The Goldstein Partnership – Design Architect
 - c. Omdex, Inc. - Mechanical & Electrical & Plumbing – Systems Design Engineers
 - d. Allan Klein, PA – Structural Engineer
 - e. Loring Consulting Engineers – Technology Consultants
 - f. K2 Audio – Acoustics Consultants
 - g. PCM – Construction Cost Estimators
 - h. Stan Majorawski, Specification Writer
 - i. Joseph Perello, LLA, RLA, PP – Landscape Architect & Site Amenities & Site Lighting
 - j. Beckmeyer Engineering, PC* – Civil Engineer (*Note: Beckmeyer Engineering Services for this project will be retained directly by Caldwell Borough. Design Team will consult and coordinate with Beckmeyer Engineering throughout this project.)
13. Enclosed Terms & Conditions.

PHASE II – PROFESSIONAL COMPENSATION FOR BASIC SCOPE OF SERVICES PROPOSED
Compensation for Phase II as defined by this proposed Scope-of-Work will include Design Development, Construction Documents, Bidding, and Construction Administration services. The architect and consulting A/E team will be compensated a lump-sum fee of One Hundred and Twenty-Five Thousand Dollars (\$125,000) plus reimbursable expenses. The compensation for these professional Architectural / Engineering services is explained in the payment schedule as follows:



DESIGN TEAM COMPENSATION

PHASE I – SCHEMATIC DESIGN COMPLETED \$ 25,000 (completed)

PHASE II COMPENSATION SCHEDULE

- | | |
|--|-----------|
| 1. Design Development & Code Analysis | \$ 50,000 |
| 2. Construction Documents & Specifications | \$ 50,000 |
| 3. Bidding & Negotiation | \$ 5,000 |
| 4. Construction Administration | \$ 20,000 |

Basic Fee for Phase II: **\$125,000**

(Note: A/E Design Team for Basic Fee for Phase I & Phase II \$150,000)

Reimbursable Expenses: In addition to the Basic Compensation described above, a Reimbursable Expense allowance of \$25,000 will be required, against which we and our consultants will invoice. Expenses will include mileage and tolls, printing costs (for example, printing of documents for Plan Review and for internal use), and other out-of-pocket expenses associated with our services and those of our Consultants. Expenses will be billed at cost. To facilitate the exchange and tracking of project documents, especially submittals, the Architect will purchase, manage, and administer a license to use Submittal Exchange, an on-line Oracle portal, for the duration of construction. It is anticipated that the fee for that license will be approximately \$10,000, which is allowed for in the Reimbursable Expense allowance.

BILLING

Invoicing will be on a monthly basis in proportion to the percentage to which A/E services have been completed; payments are due within 30 days.

PROJECT SUSPENSION

Should the Owner elect to stop the project or if the architect is released from the contract, the architect is to be paid in full for all services in that phase of the project, as if the phase was completed to date project was stopped.

ADDITIONAL SERVICES

If the scope of the project changes after execution of this agreement and owner approval of schematic and design development, the architect and owner will negotiate affected parts of this agreement. The architect will only proceed with revisions when the owner provides written approval to proceed with changes to the documents.



If there are revisions and/or additional services fees beyond the scope of the project, as defined herein, they are to be mutually agreed upon by all parties prior to the commencement of such services necessary to complete this project.

The architect and the owner agree that because the architect's services shall not include continuous on-site construction supervision, the client shall be responsible for interpreting the contract documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and that if the client authorizes deviations recorded or unrecorded, from the design professional, the owner shall indemnify and hold harmless from and against claims, losses damages and expenses, including but not limited to defense costs and time of the architect, to extent such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

Additional Services are subject to the enclosed "Schedule-A" as part of this agreement and the following services that are not included in this scope:

1. Meetings with County or State are not included. The Architect will only meet with local Administrator and Code Official personnel and/or appointed Township Representatives as part of this agreement. All other meeting will be invoiced on an hourly basis and make a courtesy presentation to the planning Board.
2. Required filing fees or preparation of permit applications.
3. Additional renderings can be provided, if requested, for an additional fee.
4. Additional consultants beyond the noted scope of services will be an additional fee. This may include "specialized consultants" for unforeseen conditions occurring during construction or for an item that was not anticipated and/or requested during the bid period. The Architect will not engage this additional service without written approval to proceed.
5. Mold, asbestos, lead paint, or any other type of toxic remediation will be the responsibility of the owner. The architect will not be held responsible for toxic remediation and/or identification.
6. Assistance in applying for grants can be provided for an additional fee.
7. Construction Management, Design/Build "project delivery" is not included, but these services can be provided as requested by the owner.
8. Cost of amending plans and specification for revisions or re-bid of documents, including any revisions received by code changes that go into effect after owner approved review of the schematic design.
9. Cost of amending plans at the direction of the owner for additional design work after permits have been issued or after bid has been awarded.
10. Cost of amending plans and specifications for unforeseen conditions.
11. Cost of Specialized Inspectors, by others.
12. Cost of Land Surveyor, by others.
13. Cost of Civil Engineer, by others.
14. Cost of Sprinkler Design Engineer beyond the scope of the agreement.
15. Cost of Mechanical, Electrical, and Plumbing engineers beyond the scope of the agreement.

COZZARELLI CIRMINIELLO ARCHITECTS

commercial ▪ residential ▪ industrial ▪ design build ▪ construction management



16. Cost of Planner, by others.
17. Cost of additional services of Architect or Engineer not within the scope of the work or as directed by the owner to retain them for services not within the scope of this agreement or under the direction of the architect of record.
18. Cost of legal counsel, by others.

STANDARD PROVISIONS

Americans With Disabilities Act:

The architect and his consultants responsibility for compliance with the Americans With Disabilities Act (ADA), in conjunction with the construction documents or the completed structure, ends following the review and acceptance of the construction documents by the Construction Code Official.

Betterment:

If, as part of the Architect's services, any required item or component of the project is omitted from the construction documents, the architect shall not be responsible for paying the cost to add such item or component. However, the architect shall be required to modify all necessary documents associated with the omitted item and the architect shall prepare any Change Order documents associated therewith.

Indemnification:

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement. The Architect is not obligated to indemnify the Client in any manner whatsoever for the Client's negligence.

OWNER'S RESPONSIBILITIES

1. If Owner is currently in agreement with another professional then the Owner is to provide a release from any and all other professionals that have been involved with this project.
2. If available, the Owner is to provide a survey of the property and any other applicable information, i.e. existing plans, surveys, reports, etc. to the design team that pertains to this project.
3. Either party upon a seven-day notice may initiate termination of this Agreement. All service fees must be satisfied up to the time of termination, if implemented.
4. Any and all disputes arising from this agreement shall be resolved through mediation, arbitration, or litigation not necessarily in that order, at the discretion of the Architect and/or Owner.
5. The Owner will designate a responsible person to make decisions during normal working hours or as mutually agreed upon. All meetings are by appointment and must be notified, by Owner's representative or Architect, 48 hours in advance of the requested meeting time.
6. This fee proposal shall be valid for sixty-days (60) from the date of this letter.



CONCLUSION

Robert Cozzarelli, FAIA anticipates that you accept this proposal and if you should have any questions or comments, please contact the architect at your convenience. Thank you for this opportunity for this firm to provide architectural services and I look forward to working with The Borough of Caldwell on completing this most development important project,

Sincerely,
Robert Cozzarelli, FAIA
NCARB, PP, CID



Date Accepted by Owner _____

I have reviewed the above terms and conditions and agree to this on the _____

_____ Day of _____, 2021.
(Date of Signed Agreement and Receipt of Retainer Signifies Notice-to-Proceed)

Signed In Acceptance

Date



TERMS & CONDITIONS: Sign In Acceptance _____ **Date** _____

- **Design Basis:** The design will be based on the Site Plan and Floor Plans presented at the public meeting of Tuesday, 06/22/21.
- **Scope of Services:** This Proposal is intended to include the completion of the Schematic Design Phase (begun under our initial contract with the Borough), plus the following phases in their entirety: Design Development, Construction Documents, Bidding, and Construction Administration.
- **Billing:** We will bill monthly in proportion to the percentage to which services have been completed; payments are due within 30 days.
- **Visualization:** We will use the computer model of the site and existing structures built during the Schematic Phase, to study the design as it develops during the subsequent Phases outlined herein. Images will be furnished to the Borough for posting on its website, etc.
- **Sustainable Design Certification:** Sustainable design certification (such as LEED Certification) will Not be sought for this project. However, the Design Team will design the building to incorporate sustainable principles which can be both accommodated within the budget and justified by reasonable payback periods.
- **Plan Review:** It is assumed that Plan Review will occur at the local level.
- **Plan Distribution:** In order to make the plan distribution process as seamless and economical as possible, it is assumed that plans will be distributed, on-line, through one of the services approved by the State of New Jersey (such as bidnetdirect.com).
- **Design & Construction Schedule:** The intention is to bid the project in early fall 2021, so that the Construction Contract can be awarded and work can begin in early winter of 2021.
- **Scope of Site Engineer's Services:** The following professional services will be provided by the Borough Engineer, who will act as the project's Site Engineer, or by separate consultants working directly for the Borough. The Architect will coordinate with the Site Engineer, and integrate the Engineer's Construction Documents into the overall set of CD's, once his documents are in compatible format.
 - Site Engineering
 - Site Utilities (including any utility relocation's)



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-
- Surveying
 - Geotechnical Engineering, including any earthwork monitoring required during construction
 - Environmental Analyses
 - Site work Permitting
 - Traffic Signage & Line Striping
 - Phasing of Site work, including planning to accommodate parking during construction
 - Planning Board Submission (for courtesy review)
 - Prepare documents for demolition of designated existing structures upon completion of the new building.
 - Environmental Engineering (if required)
-
- **Furniture, Furnishings & Equipment Layout:** As part of our Basic Services, we will provide a Preliminary Furniture Plan showing the generic types of furniture required in each space, as a guide for negotiations by the Borough with State Contract furniture vendors. If any services are required during bidding or procurement of the furniture and furnishings, such services will constitute Additional Services.
 - **Scope of Technology Consultant's Services:** The Technology Consultant's scope will be as outlined in their attached Proposal. Their Basic Services and Fees are incorporated into the Architect's Basic Fee.
 - **Phasing of Building and Site Construction Work:** The Architect will collaborate with the Site Engineer to develop a Phasing Plan for the building and site construction work, with the goal of minimizing inconvenience and costs to the public during construction and enabling the existing buildings to remain in full operation throughout the construction period . Phasing of the Site-work will be addressed in the Borough Engineer's Site-work Drawings. It is assumed that the building will be built in a single Phase. If the Borough wishes to retain the Architect to assist in the design or planning of any temporary facilities, such as trailers, such services shall constitute Additional Services, regardless of their location (on-site or not).
 - **Structure of General Contract:** It is assumed that the building construction and site-work construction (other than any Demolition Contract) will be combined into a single General Contract. The Architect will administer the building construction; the Site Engineer will administer the site-work.
 - **Construction Manager:** It is assumed that the Borough will not retain a Construction Manager,.
 - **Planning Board Presentation:** The Architect, with the assistance of the Site Engineer, will make a courtesy presentation to the Planning Board. The design and engineering required to accommodate any changes requested by the Planning Board will constitute Additional Services.



- **Photovoltaic System Design:** As an Addition Services (the Fee for which will be a function of the extent of the requested system), the Architect will make provisions in the design of the building to accommodate a rooftop array of photovoltaic panels. The Owner shall decide no later than the start of the Design Development Phase, whether or not to plan for a PV system, so that the superstructure can be engineered to support its weight.
- **Provisions for Storage Shelving, Kitchen and Office Equipment:** It is assumed that the Borough will procure the equipment, etc. By the start of the Construction Documents Phase, that party will submit to the Architect a complete inventory of the intended equipment. The Architect will provide the power and data infrastructure to support that equipment.
- **Graphic Design & Wayfinding:** As part of our Basic Services, the Architect will design and specify the building's Exterior Lettering, Lobby Signage, Interior Signs, Cornerstone, and, using a high-resolution digital image furnished by the Borough, the Borough Seal Plaque and Dedication Plaque.
- **Engineering for Mobile Shelving:** If there is a desire for the building to be able to accommodate mobile shelving (also known as "dense storage"), the associated engineering will be included in the Architect's Basic Fee as long as its potential locations are identified to the Architect by the start of the Design Development Phase. If such information is furnished to the Architect later than that, such services will constitute Additional Services.
- **Special Inspections:** It is assumed that all Special Inspections required for this Essential Public Facility will be performed by an independent testing agency retained by the Borough and approved by the Architect.
- **Record Drawings:** Contractor will be responsible for preparing Record Drawings for review by the Design Team.
- **Conformed Drawings:** The Architect will be responsible for producing Conformed Drawings, integrating the contents of the addenda issued during the Bidding Period.
- **Lightning Protection System:** Engineering of a building-mounted Lightning Protection System is included in the Basic Fee.
- **FM-200 System:** If an FM-200 type fire-suppression system, rather than a conventional wet system is desired in any equipment rooms or spaces, the engineering of it will constitute an Additional Service, the Fee for which will be a function of the extent of the system. Any decision to include such a system must be made before the start of the Design Development Phase.



- **Food Service Provisions:** It is assumed that the food service provisions included in the building's Break Room and Kitchen will require a commercial cooking hood. For that reason, it is assumed that the services of a Food Service Consultant will be required.
- **Construction Duration:** A reasonable construction period for the new building will be 8 months (exclusive of site-work phasing before or after the building construction period). The Architect's Construction Administration Phase Fee is based on this duration. In the event that it is extended due to the actions or inaction's of the Owner or Contractor, Construction Administration Services during the extended period will constitute Additional Services. The General Conditions will include a provision to enable the Borough to back-charge the Contractor for the associated Additional Fees, to the extent that the time extension is the result of their failure to perform in accordance with the Contract.
- **Separate Proposals for other Projects:** Professional Services associated with the Borough Hall and the Community Center will be described in separate Proposals.
- **Ownership of Documents:** the Architect and his Consultants shall own their Instruments of Service for the project, and upon payments of fees shall grant the Owner a limited license to use their documents for the construction of this building.
- **Waiver of Consequential Damages:** Claims for consequential Damages, The Architect and the owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.
- **Limitation of Liability:** In recognition of the relative risks and benefits of the projects to both the owner and the Architect, the risks have been allocated such that the owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and subcontractors to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and subcontractors to all those named shall not exceed the Architect's total fee for services rendered on this project. Such claims and causes include, but not limited to, negligence, gross negligence, professional errors or omissions, strict liability, breach of contract or warranty.



BOROUGH OF CALDWELL

Resolution No: 9-197

Date of Adoption: September 9, 2021

TITLE:

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH ARTERIAL STREETS IN AN AMOUNT NOT TO EXCEED \$50,000

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the Local Public Contracts Law (N.J.S.A.11-1 et seq.) provides that contracts for professional services may be negotiated and awarded by the governing body without public advertising for bids; and

Whereas, the Borough of Caldwell (the "Borough") wishes to engage the services of Arterial Streets ("Arterial") for the provision of professional landscape architectural design services related to the reconfiguration of the Bloomfield Avenue Right-of-Way in Caldwell; and

Whereas, the Borough Administrator has solicited a proposal from Arterial for such services and has negotiated with Arterial terms and conditions that are appropriate to the needs of the Borough;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey That:

1. The proposal of Arterial which is attached to and made part of this resolution is hereby accepted by the Borough as the basis of a contract for the provision of those services by Arterial; and
2. The Borough Administrator is hereby authorized and directed to enter into an agreement with Arterial for the provision of the services described in the attached proposal; and
3. The maximum amount authorized to be paid to Arterial pursuant to such agreement is fifty thousand dollars (\$50,000); and
4. The Borough Attorney is hereby authorized and directed to prepare an appropriate form of contract to allow Arterial to perform the services and receive the compensation set forth in the attached proposals; and
5. The award of this contract is subject to and conditioned upon the provision by the Chief Financial Officer of the Borough of a certification of the availability of funds sufficient to provide for payment of the contract; and
6. The Borough Clerk is hereby authorized and directed to cause such notices as are required by statute to be provided in the form as required by such statutes for the award of contracts of this type.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line-Item	Description	Amount
_____ Christopher Battaglia, CFMO		Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.

PROPOSAL

August 16, 2021

Thomas Banker
Borough Administrator
Borough of Caldwell
Caldwell, NJ

RE: Proposal for Street Design Services
Bloomfield Avenue Streetscape – Caldwell, NJ

Mr. Banker:

It is my pleasure to offer this proposal to provide Street Design Services for the redesign of Bloomfield Avenue in Caldwell. It has been our pleasure working with you and the borough over the past several months to develop vision for the corridor. This next step is focused on communicating this vision and engaging the community.

SCOPE OF SERVICES

This scope of services outlines the steps and process necessary to engage the community and stakeholders in the process of redesigning this important corridor. This proposal is focused primarily on Outreach and Engagement and assumes a project duration from August 1 2021 through December 1, 2021.

In order to ensure that we can be flexible and accommodating to the fluctuating needs of the project, we have outline this scope as an “Hourly Not-To-Exceed” contract that will be billed on a time and materials basis.

Dynamic Engineering will support Arterial throughout this effort on an as-needed basis and will be a sub-consultant to Arterial.

TASK 1: COMMUNICATIONS AND ONLINE SUPPORT

Task duration: 4 Months

Arterial will provide support and help guide project communications. This may include:

- **Website and Social Media:** Content for web page within the township website; or guidance on the development of a stand alone project website. *In our experience, a stand alone website is more effective for a project of this scope and magnitude. Over*

time, a stand alone website and social media channel pays dividends by keeping the community up to date as the project moves into construction.

- **Fliers:** Content for hard copy fliers or other media that the township requires.
- **Branding:** Development of a project brand to help with communications (ie 'Hudson Connects!' – Hudson, NY; 'A Better Main Avenue' – Passaic, NJ)

TASK 2: TECHNICAL ADVISORY COMMITTEE

Task duration: 4 Months

The Technical Advisory Committee (TAC) is an important part of the planning and implementations process as they will help establish the project vision and goals, support project outreach and help build partnerships and support for the project. Our expectation is that TAC members will become an integral part of the project team by reviewing draft documents, advising our team's outreach efforts, being present at public meetings, and playing an active role in shaping how we roll out our unique engagement activities.

A key role for TAC members is to bring what they hear from the general public back to us for further vetting and refinement as we move through the implementation process. To be sure, it is our expectation that the TAC will be our eyes and ears on the ground as the planning process proceeds.

Arterial anticipates up to six (6) TAC meetings to be held in-person at Arterial's office or virtually. These meetings will occur within the duration of this specific contract (August 1 – November 30 2021).

TASK 3: STAKEHOLDER AND FOCUS GROUP MEETINGS

Task duration: 4 Months

Small, intimate meetings will be scheduled with stakeholders that are directly impacted by the proposed improvements. These sessions will provide an opportunity for the stakeholders to review project materials and provide important feedback to the project team.

Essex County Engineering: Strategy, preparation, materials and presentation for one (1) meeting with Essex County Engineering and County Executive.

Focus Group Meetings: Host up to five (5) focus group meetings with key stakeholders initially anticipated to include:

- Downtown business community
- Civic Organizations (inc. Historic Preservation Commission if appropriate)
- Adjacent neighborhoods
- Adjacent municipalities

- Emergency Services

Arterial will coordinate (as needed), facilitate and provide all required presentation materials for these meetings.

TASK 4: COMMUNITY ENGAGEMENT

Task duration: 4 Months

Arterial will work with the township to outline a Public Outreach Plan (POP) that includes both structural strategies and on the ground tactics that maximize our reach. We remain flexible in our approach, but believe that utilizing a combination of public / stakeholder meetings and exciting and interactive “on the ground” engagement events will help the township meet and exceed it’s engagement goals and build support for this project. We are happy to discuss and modify the specifics of the engagement activities but for purposes of this proposal we suggest the following:

Public Meeting #1 – Virtual Town Hall: Organize and facilitate an online “Open House” that utilizes interactive web-based tools to solicit real-time community feedback.

Public Meeting #2 – Open House: Facilitate an engaging “open house” format workshop to introduce the community members to the project and gather initial feedback. This open house may be coordinated with another local event in order to maximize reach and attendance (ie Caldwell Sidewalk Sale). Arterial will setup and facilitate a booth containing project information. Residents can visit the booth at their leisure to discuss the project with the team in a comfortable, personal environment. Arterial will plan fun, interactive activities to help engage residents.

TASK 5: PRESENTATION MATERIALS

At the township’s request, Arterial will prepare additional presentation material to help support and communicate the goals of the project.

- Abridged presentation with flythrough ending
- Civic Video 3d Flythrough with annotation (no voice over)
- Handouts, fliers or other advertising material

ASSUMPTIONS AND EXCLUSIONS

- All Direct Expenses including printing, travel costs etc, will be billed directly to the client and will be included in the not-to-exceed fee outlined below.
- Arterial’s scope is limited to Outreach and Engagement services associated with communicating the scope and intent of this project.

COMPENSATION

The compensation for the above referenced scope of work will be billed hourly **Not-To-Exceed \$50,000**. Typical reimbursable expenses such as printing, travel, shipping etc, will be billed at cost. Invoices will be prepared monthly based on hours spent.

Standard Hourly Rates and Services

Principal	\$225/hr
Director	\$170/hr
Associate/PM	\$120-\$150/hr
Staff	\$90-\$110/hr

Thank you for the opportunity and I look forward to working with you!
Best regards,



David Lustberg, LLA
Principal, Arterial LLC

TERMS OF AGREEMENT

SECTION 1. SCOPE OF SERVICES

ARTERIAL will provide the "Scope of Services" described. If authorized by Client, ARTERIAL will provide "Additional Services". The Basic Services and the Additional Services authorized by Client shall be paid for by Client as provided below. Certain of the Basic Services and Additional Services may be performed by consultants to ARTERIAL, but ARTERIAL will remain responsible for the full performance of such services.

SECTION 2. FEES FOR SERVICES

ARTERIAL's fees for Basic Services for each Task described shall be as indicated under Compensation. ARTERIAL's fees for Additional Services shall be billed on an hourly basis at ARTERIAL's current standard rates or as outlined in any contract prepared for that specific Additional Service.

SECTION 3. PAYMENTS TERMS

- a. Invoices are submitted by ARTERIAL on or around the 1st of each month. Client shall notify ARTERIAL, in writing, of any and all objections to an invoice within ten (10) days of receipt. Clients' account will be considered delinquent if ARTERIAL does not receive this payment

within twenty--one (21) days after the invoice date.

- b. Should the contract be terminated prior to project completion, all outstanding balances must be paid in full due immediately.

SECTION 4. USE OF DOCUMENTS

Plans, drawings and specification or other writings or documents prepared or provided by ARTERIAL hereunder are prepared for this Project only, but may be used by ARTERIAL for purposes of illustrating the scope and nature of project involvement. ARTERIAL shall provide Client with a reproducible set of documents, drawings and/or specifications for its records. They shall not be used by Client for other projects or extensions to the project without the written agreement of ARTERIAL.

SECTION 5. INDEMNIFICATION

Client agrees to hold ARTERIAL harmless from and completely indemnify ARTERIAL from and against any and all damages, attorney's fees, losses, costs, and expenses which ARTERIAL may incur as a result of a claim or claims against it, if any, by the Owner, Lender or any other third party, arising out of any wrong doing, negligence, and/or breach of contract by Client, alleged or otherwise, that is related, in any manner whatsoever, to the Project, or Client's involvement with the Project or Project property.

SECTION 6. CONSTRUCTION MEANS AND METHODS

It is expressly understood and agreed that ARTERIAL shall not have control of and shall in no event be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify ARTERIAL and hold ARTERIAL harmless from and against any and all claims, demands, losses, costs, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by ARTERIAL and arising out of or related to any of the aforesaid.

SECTION 7. CONSTRUCTION-PHASE SERVICES

It is understood and agreed that the design process cannot be completed until the project, which is the subject of this Agreement, is actually constructed. Client acknowledges that the premature termination of ARTERIAL's services prior to substantial completion of the Project will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications, and failure to detect errors or omissions in the plans and specifications before they become costly mistakes built into the Project. Therefore, Client agrees to indemnify ARTERIAL and hold ARTERIAL harmless from and against any and all claims, demands, losses, costs, liabilities and damages, including, without limitation, reasonable attorney's fees and expenses arising from such action and excepting only those claims, demands, losses, costs, liabilities and damages arising out of the sole negligence of ARTERIAL.

SECTION 8. MISCELLANEOUS

- a. Client and ARTERIAL each bind itself and its successors and assigns to this Agreement. Neither Client nor ARTERIAL shall assign or transfer its interest in this Agreement without the written consent of the other.
- b. Client agrees that ARTERIAL's liability for negligence to Client shall be limited to the amount paid by Client hereunder for ARTERIAL's fees for Basic Services and Additional Services.
- c. The laws of the State of New Jersey shall govern this Agreement. Any disputes arising in connection herewith shall be referred to the state or federal courts within the State of New Jersey as first-instance courts of exclusive jurisdiction to which both parties hereby submit. To the greatest extent permitted by law, Client and ARTERIAL hereby waive all rights to trial by jury. The prevailing party in any dispute between the parties in connection herewith shall be entitled to all costs and expenses, including without limitation, reasonable attorney's fees and expenses incurred, provided that such costs shall be limited in amount to the lesser of (i) \$50,000 and (ii) the amount payable by Client hereunder for ARTERIAL's fees for Basic Services and Additional Services.
- d. Any individual who signs this Agreement on behalf of Client or ARTERIAL, represents, promises, and guarantees, that he or she is fully authorized to execute this Agreement.

END



BOROUGH OF CALDWELL

Resolution No: 9-198
 Date of Adoption: September 9, 2021

TITLE:
RESOLUTION AWARDING A CONTRACT IN LIEU OF PUBLIC BIDDING TO DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866, FOR PLACE, 2021 MORRIS COUNTY CO-OP ROAD PROGRAM

Recommended for approval by: _____ Approved as to form and legality by: _____
 Thomas Banker, Administrator Title: _____

- WHEREAS,** the Borough of Caldwell Mayor and Council desire to construct improvements to various streets (Ryerson Ave., Gould Place, Ravine Ave., Seymore Street, Espy Road, and Ashland Street) in the Borough of Caldwell, the "scope of improvements" including but not limited to roadway line striping and
- WHEREAS,** the cost of the "scope of improvements" would require the Borough of Caldwell to adhere to the Public Bidding process as per the New Jersey Local Public Contracts Law and Regulation" N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34 Public Bidding Law and Regulations and
- WHEREAS,** the New Jersey Local Public Contracts Law and Regulation N.J.S.A. 40A:11-10 "Joint agreement for provisions and performance of goods and services; cooperative marketing; authorization" allows for two of more governing bodies the ability to provide provisions and the performance of goods and services for the use by their respective jurisdictions under a cooperative association in lieu of Public Bidding and
- WHEREAS,** the Morris County Cooperative Pricing Council was created for such cooperative purposes in 1974 and
- WHEREAS,** the Borough of Caldwell is an active member of the Morris County Cooperative Pricing Council (Co-op) yielding the Borough all the benefits granted under such a relationship and
- WHEREAS,** the Co-op has a contract in place procured through the Public Bidding process awarded under N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34 with DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866 to perform such required work and
- WHEREAS,** this matter was reviewed by the Borough of Caldwell Mayor and Council; and
- WHEREAS,** the cost of the required work by DENVILLE LINE PAINTING, INC. through the Co-op contract will not exceed the amount of \$8,500.00 and
- WHEREAS,** the governing body of the Borough of Caldwell pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

NOW THEREFORE, BE IT RESOLVED, that Borough Council of the Borough of Caldwell, New Jersey does hereby authorize the award of a contract for 2021 Morris County Co-Op Road Program to DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866, with the contract amount will not exceed \$8,500.00 and

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Caldwell that the Borough Administrator is authorized to execute the necessary contracts and documents upon approval.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER	Yes	No	Absent	Abstain	COUNCIL MEMBER	Yes	No	Absent	Abstain
Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



BOROUGH OF CALDWELL

Resolution No: 9-199

Date of Adoption: September 9, 2021

**TITLE:
RESOLUTION AWARDING A CONTRACT IN LIEU OF PUBLIC BIDDING TO DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866, FOR PLACE, 2021 MORRIS COUNTY CO-OP ROAD PROGRAM**

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

- WHEREAS,** the Borough of Caldwell Mayor and Council desire to construct improvements to various streets (Forrest Ave., Hatfield St., Espy Rd., Bowers Rd., Highview Rd., and Prospect St.) in the Borough of Caldwell, the "scope of improvements" including but not limited to roadway line striping and
- WHEREAS,** the cost of the "scope of improvements" would require the Borough of Caldwell to adhere to the Public Bidding process as per the New Jersey Local Public Contracts Law and Regulation" N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34 Public Bidding Law and Regulations and
- WHEREAS,** the New Jersey Local Public Contracts Law and Regulation N.J.S.A. 40A:11-10 "Joint agreement for provisions and performance of goods and services; cooperative marketing; authorization" allows for two of more governing bodies the ability to provide provisions and the performance of goods and services for the use by their respective jurisdictions under a cooperative association in lieu of Public Bidding and
- WHEREAS,** the Morris County Cooperative Pricing Council was created for such cooperative purposes in 1974 and
- WHEREAS,** the Borough of Caldwell is an active member of the Morris County Cooperative Pricing Council (Co-op) yielding the Borough all the benefits granted under such a relationship and
- WHEREAS,** the Co-op has a contract in place procured through the Public Bidding process awarded under N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34 with DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866 to perform such required work and
- WHEREAS,** this matter was reviewed by the Borough of Caldwell Mayor and Council; and
- WHEREAS,** the cost of the required work by DENVILLE LINE PAINTING, INC. through the Co-op contract will not exceed the amount of \$29,000.00 and
- WHEREAS,** the governing body of the Borough of Caldwell pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer.

NOW THEREFORE, BE IT RESOLVED, that Borough Council of the Borough of Caldwell, New Jersey does hereby authorize the award of a contract for 2021 Morris County Co-Op Road Program to DENVILLE LINE PAINTING, INC., 2 GREEN POND ROAD, ROCKAWAY, NEW JERSEY 07866, with the contract amount will not exceed \$29,000.00 and

BE IT FURTHER RESOLVED by the Borough Council of the Borough of Caldwell that the Borough Administrator is authorized to execute the necessary contracts and documents upon approval.

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Christopher Battaglia, Chief Financial Officer of the Borough of Caldwell, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these finds upon the passage of this resolution.

Line Item	Description	Amount
Christopher Battaglia, CFMO		Date

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-200
Date of Adoption: September 9, 2021

TITLE:

**RESOLUTION AUTHORIZING AN EXECUTIVE SESSION FROM WHICH THE PUBLIC IS EXCLUDED
For the Meeting of September 9, 2021**

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, The Borough of Caldwell (the "Borough" or the "public body" has been duly created and is validly existing as a public body corporate and politic of the State of New Jersey pursuant to applicable laws of the State of New Jersey; and

WHEREAS, The Borough constitutes a "public body" as such term is defined in the New Jersey Open Public Meetings Act, constituting Chapter 231 of the Pamphlet Laws of 1975 of the State of New Jersey, N.J.S.A. 10:4-6 et seq. and the acts amendatory thereof and supplemental thereto (the "Open Public Meetings Act"); and

WHEREAS, the Open Public Meetings Act permits a public body, as such term is defined therein, to exclude members of the public from portions of any "meeting", as such term is defined therein including N.J.S.A. 10:4-12(b) et seq., under certain limited circumstances which include, but are not limited to, (a) a discussion of pending or anticipated litigation in which the public body is or may become a party, or (b) a discussion of any matters which fall within the attorney-client privilege, or (c) a discussion of a collective bargaining agreement including the negotiation of the terms and conditions thereof, or (d) a discussion regarding the purchase, acquisition or lease of real property with public funds or (e) a discussion of involving the employment, appointment or termination of employment of an existing or prospective public officer or employee; and

WHEREAS, the governing body of the Borough has determined that and is of the opinion that such circumstances presently exist that permit the governing body of the Borough to discuss the matters set forth in this Resolution in executive session; and

WHEREAS, the matters set forth in this Resolution are within the exceptions and the limited circumstances set forth in N.J.S.A. 10:4-12(b) et seq., the governing body of the Borough desires to conduct a portion of the meeting in an executive session from which members of the public will be excluded.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE BOROUGH OF CALDWELL, in accordance with the provisions of The Open Public Meetings Act, that the governing body of the Borough hereby determines to conduct a portion of the meeting in an executive session from which members of the public will be excluded in accordance with the provisions of Open Public Meetings Act; and

BE IT FURTHER RESOLVED, that the aforementioned executive session will be limited to matters relating to the following items and which matters involve, as applicable, pending and anticipated litigation involving or expected to involve the Borough, matters which fall within the attorney-client privilege, matters regarding the discussion of a collective bargaining agreement, matters relating to purchase, acquisition or lease of real property with public funds or matters relating to personnel.

BE IT FURTHER RESOLVED, that the minutes of each executive session will be prepared and maintained by the Township and with regard to each of the matters discussed in executive session; and

BE IT FURTHER RESOLVED, that the minutes relating to a particular matter discussed will be made available to members of the public - (a) at such time as the matter no longer requires confidentiality as permitted by applicable laws, (b) upon the completion of a pending or anticipated litigation, or (c) upon such matter no longer falling within the attorney-client privilege, (d) upon the completion of a collective bargaining agreement including the negotiation of the terms and conditions thereof, or (e) upon the completion of a purchase, acquisition or lease of real property with public funds, or (f) as such disclosure may otherwise may be required by the Open Public Meetings Act.

It is hereby certified that at a regular meeting of the Mayor and Council of the Borough of Caldwell, New Jersey being held on the date of September 9, 2021, the foregoing Resolution was duly adopted.

Borough Deputy Clerk

The foregoing Resolution, having been duly presented to me on September 9, 2021 I hereby approve the same.

Mayor

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-201

Date of Adoption: September 9, 2021

TITLE:

**APPOINTING MARIA BURAK AS THE MUNICIPAL HOUSING LIAISON FOR THE
ADMINISTRATION OF CALDWELL'S AFFORDABLE HOUSING PROGRAM**

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, under authorization of the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301, et. seq.), the Borough of Caldwell is implementing a program to provide affordable housing units to low- and moderate-income household within the Borough; and

WHEREAS, the Borough's Affordable Housing Ordinance sets forth the duties of the Municipal Housing Liaison in which the Municipal Housing Liaison is required to oversee the Borough's affordable housing programs;

WHEREAS, pursuant to N.J.A.C. 5:93-1 et seq. and N.J.A.C. 5:80-26.1 et. seq., the Borough is required to appoint a Municipal Housing Liaison for administration of the Borough's Affordable Housing Program to enforce the requirements of N.J.A.C. 5:93-1 et. seq. and N.J.A.C. 5:80-26.1 et seq.

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the Borough of Caldwell, County of Essex, State of New Jersey that:

1. Maria Burak is hereby appointed by the Governing Body of the Borough of Caldwell as the Municipal Housing Liaison for the general administration of the Borough's affordable housing program.
2. Maria Burak shall be paid an annual stipend of \$12,000 per year to perform the duties, with such stipend to be paid in equal monthly installments of \$1,000 per month.

I, Brittany Heun, Deputy Clerk of the Borough of Caldwell, do hereby certify that the above is a true copy of a resolution adopted by the Borough Council at a meeting held on September 9, 2021.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



BOROUGH OF CALDWELL
NEW JERSEY

Resolution No: 9-202
Date of Adoption: September 9, 2021

TITLE:

RESOLUTION AUTHORIZING THE REAPPOINTMENT OF THE FOLLOWING CROSSING GUARDS IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$17.00 PER HOUR FOR THE 2021-2022 SCHOOL YEAR

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the reappointment of the following Crossing Guards for the 2021-2022 School Year at an hourly rate of \$17.00.

CROSSING GUARDS:
PATRICIA BERGMAN

MICHELLE COLE

JOSEPH DEBELLIS

MARY HENCINSKY

KEVIN HERSH

STEVEN MAGINNIS

JOSEPHINE MAROULIS

PAUL MCNISH

MATTHEW MONETTI

TERRY PETERSON

JEAN RAIMO

TIM REYNOLDS

RITA ROVAZZI

KARL SCHWEER

CECELIA SCOTT

RECORD OF COUNCIL VOTE

presented the following resolution - Seconded by:

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Table with 4 columns for Yes, No, Absent, Abstain and 3 rows for Council Members: Schmidt/Lace, Rodgers/DePalma-Iozzi, Cole/Gates.

Brittany Heun, Deputy Clerk

John Kelley, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-203

Date of Adoption: September 9, 2021

TITLE:

RESOLUTION AUTHORIZING THE APPOINTMENT OF DANIEL BERGMAN AS A CROSSING GUARD IN THE BOROUGH OF CALDWELL EFFECTIVE IMMEDIATELY AT AN HOURLY RATE OF \$17.00 PER HOUR

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

BE IT RESOLVED by the Borough Council of the Borough of Caldwell, New Jersey, that they do hereby authorize the appointment of the following person as a substitute Crossing Guard effective immediately

Daniel Bergman
105 Roseland Avenue, Unit 501
Caldwell, New Jersey 07006

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.



BOROUGH OF CALDWELL

Resolution No: 9-204
Date of Adoption: September 9, 2021

TITLE:

RESOLUTION OF THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION PURSUANT TO N.J.S.A. 40A:4-20 IN THE AMOUNT OF \$150,000 TO FUND VARIOUS ROAD IMPROVEMENTS

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF CALDWELL, IN THE COUNTY OF ESSEX, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring) AS FOLLOWS:

- Section 1. The Borough of Caldwell, in the County of Essex, New Jersey (the "Borough") hereby authorizes and approves an emergency temporary appropriation pursuant to N.J.S.A. 40A:4-20 in the amount of \$150,000 to fund various road improvements, including all work and materials necessary therefor and incidental thereto.
Section 2. The emergency temporary appropriation provided for herein is necessary in order to meet a pressing need for public expenditures to protect or promote the public health, safety, morals or welfare of the inhabitants of the Borough.
Section 3. As required by N.J.S.A. 40A:4-20, the chief financial officer of the Borough shall send a certified copy of this resolution to the Director of the Division of Local Government Services.
Section 4. The emergency temporary appropriation shall be provided for by adoption of a bond ordinance prior to the adoption of the 2021 Borough budget, and if not so adopted, by provision in the 2021 Borough budget.
Section 5. This resolution shall take effect immediately.

I, Brittany Heun, Deputy Clerk of the Borough of Caldwell, do hereby certify that the above is a true copy of a resolution adopted by the Borough Council at a meeting held on September 9, 2021.

RECORD OF COUNCIL VOTE

presented the following resolution - Seconded by:

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Table with 4 columns for Yes, No, Absent, Abstain and 3 rows for Council Members: Schmidt/Lace, Rodgers/DePalma-Iozzi, Cole/Gates.

Brittany Heun, Deputy Clerk

John Kelley, Mayor



BOROUGH OF CALDWELL

ORDINANCE NO. 1418-21

CALENDAR YEAR 2021 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A: 4-45.14)

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

WHEREAS, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

WHEREAS, the Borough Council of the Borough of Caldwell in the County of Essex finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

WHEREAS, the Borough Council hereby determines that a 2.5% increase in the budget for said year, amounting to \$ 213,893.08 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

WHEREAS the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT ORDAINED, by the Borough Council of the Borough of Caldwell in the County of Essex, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Borough of Caldwell shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$299,450.31, and that the CY 2021 municipal budget for the Borough of Caldwell be approved and adopted in accordance with this ordinance; and,

BE IT FURTHER ORDAINED, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

BE IT FURTHER ORDAINED, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

I, Brittany Heun, Deputy Clerk of the Borough of Caldwell, do hereby certify that the above is a true copy of a resolution adopted by the Borough Council at a meeting held on September 9, 2021.

DATE OF FIRST READING: **June 22, 2021**

DATE OF ADOPTION:

MOVED:

MOVED:

SECONDED:

SECONDED:

RECORD OF COUNCIL VOTE

presented the following ordinance - Seconded by: _____

COUNCIL MEMBER	Yes	No	Absent	Abstain	COUNCIL MEMBER	Yes	No	Absent	Abstain
Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor



**BOROUGH OF CALDWELL
NEW JERSEY**

Resolution No: 9-205

Date of Adoption: September 9, 2021

TITLE:

RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF CALDWELL, COUNTY OF ESSEX, STATE OF NEW JERSEY, TO ANTICIPATE MISCELLANEOUS REVENUES IN THE 2021 BUDGET USING THE THREE-YEAR AVERAGE OF REALIZED REVENUES FROM THE PRIOR THREE YEARS

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

WHEREAS, the COVID 19 pandemic had an adverse effect on the anticipated municipal revenues in the 2020 municipal current fund budget; and

WHEREAS, Section 1 of P.L. 2020, c.74 amended N.J.S.A 40A:4-26 authorized the Director of the Division of Local Government Services ("Division") to promulgate new standards for the anticipation of COVID-19 affected revenues in the FY2021 budget, and, if necessary, in future years and

WHEREAS, for FY 2021, the Director authorizes the use of a three-year average for the calculation of affected revenues; and

WHEREAS, the Chief Financial Officer of the Borough of Caldwell, certifies that the following revenues were affected in 2020 by the COVID 19 pandemic and that the 3 year average of the amounts realized in 2018-2020 be anticipated in the introduced budget for 2021;

<u>LOCAL REVENUES</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>Average</u>	<u>Amount used in 2021 Budget</u>
Uniform Construction Code Fees	\$138,343	\$242,612	\$135,413	\$172,123	\$172,000
Community Center - Membership and Program Fees	\$1,457,607	\$1,386,846	\$12,717	\$952,390	\$228,500

NOW, THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Caldwell in the County of Essex, State of New Jersey that the above referenced revenues be anticipated using the 3-year average as permitted by the amendments to 40A: 4-26, adopted by the P.L. 2020, c. 74

BE IT FURTHER RESOLVED that a copy of this Resolution is provided to the Chief Financial Officer and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs by the Clerk's office for approval.

ADOPTED: September 9, 2021

Attest:

Brittany Heun, Deputy Borough Clerk

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt					Lace				
Rodgers					DePalma-Iozzi				
Cole					Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor



BOROUGH OF CALDWELL

Resolution No: 9-206

Date of Adoption: September 9, 2021

TITLE:

RESOLUTION OF APPROVING THE INTRODUCTION OF THE 2021 MUNICIPAL BUDGET AND SETTING THE TIME AND PLACE FOR THE PUBLIC HEARING AND FINAL ADOPTION OF THE BUDGET

Recommended for approval by:

Approved as to form and legality by:

Thomas Banker, Administrator

Title:

Whereas, the New Jersey Local Budget Law (N.J.S.A.40A: 4-1 et seq.) (The "Local Budget Law") sets forth the procedures to be followed by local government in the adoption of their annual budget; and

Whereas, the Mayor and Council of the Borough of Caldwell wish to introduce the annual Budget for the year 2021 and to set the time and place for the conduct of a public hearing and the adoption of that budget; and

Whereas, the Borough Administrator has presented the recommended budget for the year 2021;

Now Therefore Be It Resolved By The Mayor And Council Of The Borough Of Caldwell New Jersey, That:

1. The 2021 municipal budget for the Borough of Caldwell New Jersey is attached hereto as Exhibit 1 is hereby approved to be introduced; and
2. A public hearing on the 2021 municipal budget shall be held in accordance with the Local Budget Law on October 12, 2021 at 7:15 PM; and
3. After the conduct of that public hearing the Mayor and Council on that date shall have the opportunity to adopt the 2021 municipal budget ; and
4. The Borough Clerk is hereby authorized and directed to provide such public notice of the public hearing and meeting for the adoption of the 2021 municipal budget as is required by the Local Budget Law.

RECORD OF COUNCIL VOTE

_____ presented the following resolution - Seconded by: _____

COUNCIL MEMBER Yes No Absent Abstain COUNCIL MEMBER Yes No Absent Abstain

Schmidt						Lace				
Rodgers						DePalma-Iozzi				
Cole						Gates				

Brittany Heun, Deputy Clerk

John Kelley, Mayor

This resolution, when adopted, must remain in the possession of the Municipal Clerk. Certified copies are available.