

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-100

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**AUTHORIZATION TO SOLICIT BIDS FOR MA-22-23 WEST ALLENDALE STREETSCAPE
PROJECT – PHASE V & VI (NJDOT FUNDED)**

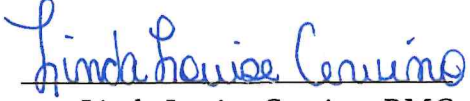
BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, Bergen County, New Jersey upon the recommendation of the Project Engineer, David Juzmeski, Neglia Group that the plans and specifications for:

MA-22-23 West Allendale Streetscape Project – Phases V & VI (NJDOT Funded)

**Borough of Allendale
Bergen County**

Are hereby approved and the Borough Clerk is hereby authorized to advertise for bids. This Resolution to take effect immediately.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-101

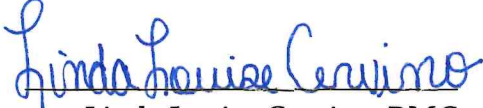
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisollo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

APPOINTMENT OF FIRE SUB-CODE INSPECTOR

BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, that it does hereby appoint Keith Dalton as Fire Sub-Code Inspector effective March 4, 2024, for six hours per week at \$50.00 per hour.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-102

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

REVISED 2024 FEES FOR CRESTWOOD CRUISERS

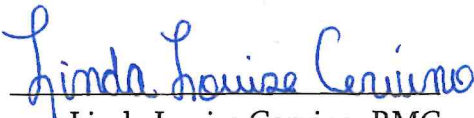
NOW, THEREFORE, BE IT RESOLVED, that the following rates be and are hereby approved for Crestwood Lake Cruisers for the 2024 season:

2024 RATES

Crestwood Cruisers

Swim Team for all ages	\$ 90
Dive Team for all ages	\$ 55
Both Swim & Dive Teams for all ages	\$ 140

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-103

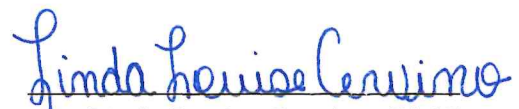
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPROVAL OF 2024 CRESTWOOD LAKE FAMILY MEMBERSHIP DONATION -
ALLENDALE WOMAN'S CLUB**

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the donation of a family (parents and children) Crestwood Lake 2024 Season Pass to the Allendale Woman's Club.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

Allendale Woman's Club

2024 Fashion Show

Donation Form



Donations must be received by Friday, March 22, 2024 to be included in the program

Donor Name: Borough of Allendale
(as it is to appear on event materials)

Contact Name: Amanda Richards

Address: 500 W. Crescent Ave

City: Allendale State: NJ Zip: 07401

Phone: 201-818-4400 x218 E-mail address: amandarichards@allendalenj.gov

☐ I would like to make a tax-deductible monetary donation of \$ _____

☐ I would like to donate the following merchandise or service in support of the event:

Item Name Crestwood Lake Family Membership

Item Value \$ up to \$805

AWC Use _____

Description 2024 Family Membership (4 members)

Restrictions, if any _____

All donors will be acknowledged in the event program. If your charitable gift is over \$250 you will receive a letter of receipt, all others can use this form for tax purposes. Upon donation or collection, your tax-deductible donation becomes the property of the AWC.

To arrange for a donation pick-up contact Liz at 201-914-1106 or Diana at 201-788-5822
or email awcfashionshow@gmail.com

Thank you for your support of The Allendale Woman's Club
and our Fashion Show Primary Beneficiary - Families for Families!

The AWC is a nonprofit organization able to receive donations EIN # 52-1822476

**RESOLUTION
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BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-104

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH
UNITED PUBLIC SERVICE EMPLOYEES UNION (UPSEU)**

WHEREAS, the Collective Bargaining Agreement ("CBA") between the Borough of Allendale ("Allendale") and the United Public Service Employees Union (the "Union") expires on December 31, 2023; and

WHEREAS, Allendale and the Union have engaged in ongoing negotiations to discuss and agree upon the terms and conditions of a successor CBA; and

WHEREAS, as part of the negotiations for a successor CBA, a Memorandum of Understanding ("MOU") between Allendale and the Union was agreed to and approved between the parties for the term January 1, 2024 through December 31, 2027; and


WHEREAS, the Union has indicated its approval of the terms and provisions of the MOU by executing the same; and

WHEREAS, Allendale wishes to memorialize its approval of the terms and provisions of the MOU by adoption of this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that the Memorandum of Understanding as between the Borough of Allendale and the Union for the term January 1, 2024 through December 31, 2027, be and hereby is **APPROVED**; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Financial Officer, and the Borough Attorney are authorized to take all appropriate actions so as to implement this Resolution.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-105

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo					✓	
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

RESOLUTION CALLING FOR REVIEW AND REFORM OF OPRA

WHEREAS, the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., enacted in 2002, has been in effect long enough to review the impact on Municipalities; and

WHEREAS, it is the position of the Mayor and Council of the Borough of Allendale, that OPRA can and must be improved upon to make it less onerous on municipalities and protect the safety and welfare of the public; and

WHEREAS, municipal staff and budgets are increasingly utilized to accommodate the requestors and commercial entities who bombard municipalities with public records requests to the extent that in some instances, additional personnel are hired primarily to handle such requests; and

WHEREAS, municipalities are already required by state law to post and provide certain information and documentation on their municipal websites, including but not limited to, annual budgets, annual financial statements, annual audits, public meeting notices and meeting minutes; and

WHEREAS, under existing law, OPRA fees are woefully inadequate for the amount of time and effort needed to search for documents; it takes valuable time away from staff — not only in the Clerk's office — but also among other departments that may be involved in the same request; and

WHEREAS, OPRA has become broadly construed in favor of access and the requestor and, a requestor who prevails in any proceeding in appealing a denial of access is permitted to collect exorbitant attorney's fees; conversely, however, the resources and guidance available to record custodians and municipal counsel tasked with responding to such requests has narrowed drastically in the ever-changing OPRA arena, muddled by subsequent, voluminous and often-conflicting court decisions that contradict the original intent of the law and will continue to do so in the absence of necessary legislative reform; and

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BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-105

WHEREAS, OPRA law allows outside businesses, and activist groups to utilize municipal time and services for marketing leads or private commercial gain, and for litigants to use OPRA as a method of discovery; and

WHEREAS, a clear distinction needs to be made between individual and commercial and discovery requests; and

WHEREAS, serious concerns about breaches or misuse of personal information exist along with the potential for OPRA to be exploited and abused by requestors, as a threat, harassment, or retaliatory measure to bury local governments in hundreds of requests, not necessarily because the requested records are of any particular interest, but merely because they can and have been emboldened by the courts to do so, to the significant detriment of all other municipal business; and

WHEREAS, most importantly, OPRA must be reformed to enable municipalities, their respective record custodians and legal counsels to **protect the safety and welfare of the general public**;

WHEREAS, over the years, court decisions have chipped away at the reasonable expectation of privacy provision of the law, thus allowing the law to be molded and wielded as a tool that severs any sensible balance of transparency, and instead, **now perpetuates rampant and dangerous degrees of for-profit data-mining, unsolicited marketing and uncontrolled publications of records on internet search engines specifically designed to circumvent and bypass what few protective measures currently exist under OPRA**, and all while allowing the requestor to remain cloaked in **anonymity**, should they choose to exercise that option; and

WHEREAS, the pandemic has resulted in a startling and exponential rise in fraud and identity theft, crimes that were already notoriously difficult to investigate, track and prosecute; OPRA, left unchecked and unreformed, continues to add fuel to this already dangerous fire; and

WHEREAS, in a most reprehensible instance in the midst of the pandemic, the unthinkable happened when the young son of a U.S. District Court Judge was senselessly killed by an individual who had managed to compile a dossier of personal information about the Judge including a home address, ushering in the passage of Daniel's Law; and

WHEREAS, while this law as intentioned provides for necessary strides and long overdue amendments to OPRA, the scope of protection provided is critically deficient, the implementation creates challenges for custodians and municipal officials that remain unaddressed by law, with limited channels for guidance, while the vast remainder of the Open Public Records Act continues to be left recklessly unreformed, potentially leaving any officials not covered under Daniel's Law or even, the general public at-large exposed to the whim of any nefarious OPRA requestor lurking in the shadows of those demanding transparency at any cost;

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RESOLUTION# 24-105

WHEREAS, Assembly Bill No. 4894, introduced January 17, 2019, calling for the creation of a study commission to review OPRA, to-date, has been left negligently stagnant and, to-date the legislative approach to addressing the dangers of OPRA have been fragmented, haphazard and contradictory at best, leading to a dire need for streamlined overhaul and reform, which, at a minimum should include the following:

- Immediate creation of a study commission on OPRA.
- Uniformity under the law: municipalities shall not be subject to any provision under OPRA that the legislature or other state agencies are, by contrast, exempt from.
- Provide a universal platform for clear and concise guidance for records custodians. Such guidance should be in place prior to any laws that impact OPRA going into effect.
- Require that official OPRA Request forms be used in order to be considered valid, including certifications by the requestor of (1) non-conviction of an indictable offense and (2) that information obtained will not be used for profit, solicitation, marketing or commercial gain, or published as part of a separate internet database or search engine.
- Prohibit OPRA requestors from remaining anonymous.
- Require that requestors provide a State of New Jersey address in order to be valid (OPRA should not apply to out-of-state requests).
- Prohibit requests for commercial purposes.
- Exempt email addresses (also serves as a deterrent to spoofing, phishing and other cyber scams and crimes).
- Exempt information maintained for emergency notification purposes.
- Exempt any information related to minor individuals, disabled persons and senior citizens as well as classes of citizens who are vulnerable to exploitation of their information.
- Exempt personal identifying information from Motor Vehicle Accident Reports, including driver's license numbers, dates of birth (DOBs), home addresses, VINs and registration/plate numbers, unless the requestor is a subject of the record, or their designated legal or insurance representative.
- Exempt pet license information to a need-to-know basis only (health department, police department, veterinarian of record, hospital, bite victim) to deter rising pet thefts and potential for targeted thefts of non-large-breed dog owners.
- Reaffirm exemption of unlisted telephone numbers, including personal cell phones.
- Exempt property owner names, CAMA Data and reaffirm the exemption of property record cards.
- Protections afforded under Daniel's Law should be afforded to all government officials, employees, volunteers and members of the general public as the threats from the disclosure of personal information is not unique to those rightfully protected under Daniel's Law.
- Provide a carve out for fee-shifting where a municipality in good faith and without clear guidance through Statute or case law denies a request or redacts information which could reasonably be interpreted as not subject to disclosure.

**RESOLUTION
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BERGEN COUNTY, NJ**

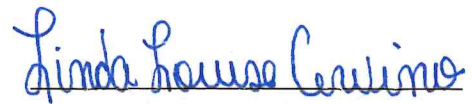
DATE: 03/21/2024

RESOLUTION# 24-105

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the Borough of Allendale finds it imperative that the New Jersey Senate and Assembly review and reform the New Jersey Open Public Records Act.

BE IT FURTHER RESOLVED, that copies of this resolution are sent to all New Jersey State Legislators, the New Jersey State League of Municipalities, the New Jersey Municipal Clerks' Association, the Bergen County Municipal Clerks' Association, the New Jersey State Association of Chiefs of Police and the Bergen County Police Chiefs' Association.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-106

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisololo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**A RESOLUTION REQUESTING PERMISSION FOR THE
DEDICATION BY RIDER FOR THE ACCEPTANCE OF DONATIONS FOR THE
ALLENDALE MURAL PROJECT
REQUIRED BY THE BOROUGH OF ALLENDALE**

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, the Borough of Allendale provides for receipt of Donations for The Allendale Mural Project by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the Donations for the Allendale Mural Project are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Allendale, County of Bergen, State of New Jersey, as follows:

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Police Donations Trust Fund account - NJSA 40A:5-29; and
2. The Municipal Clerk of the Borough of Allendale, County of Bergen, State of New Jersey is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-107

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisollo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

AUTHORIZING EMERGENCY TEMPORARY BUDGET APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain budget appropriations and no adequate provision has been made in the 2024 Temporary Budget, and N.J.S.A. 40A: 4-20 provides for the creation of emergency temporary appropriations for said purpose; and

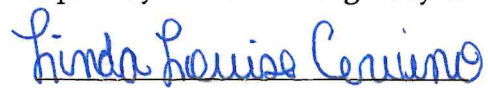
NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale that in accordance with the provisions of N.J.S.A. 40A: 4-20;

1. An emergency temporary appropriation be and the same is hereby made in the total amount of:

Current Fund	
Tax Collection – OE	1,000
Engineering - OE	10,000
Police – OE	15,000
Emergency Management – OE	500
Fire – OE	4,000
Animal Control – OE	800
Parks – OE	4,000
Electricity – OE	6,000
Public Defender – OE	800
Total Current Fund Appropriations	\$42,100

2. That said emergency temporary appropriation will be provided in the 2024 budget;
3. That one certified copy of this resolution be filed with the Director of Local Government Services.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-108

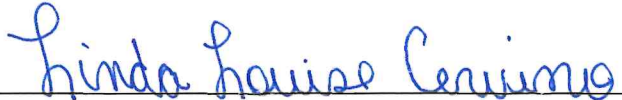
Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

APPOINTMENT OF POLICE CHAPLAIN

BE IT RESOLVED that Reverend Raul E. Ausa of Trinity Episcopal Church, 55 George Street in Allendale, New Jersey be and is hereby appointed as Police Chaplain of the Borough of Allendale for the year 2024.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.



Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-109

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPOINTMENT OF RADIO POLICE DISPATCHER, FILL-IN PER DIEM, HOURLY –
PEGGY TIMONY**

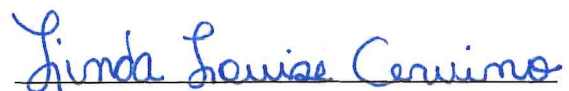
WHEREAS, a need exists to hire a Radio Police Dispatcher, P/T, hourly on a fill-in per diem basis; and

WHEREAS, Peggy Timony is qualified for the position, having previously served as a Radio Police Dispatcher, full-time; and

WHEREAS, the Allendale Police Department has recommended her hire.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey that Peggy Timony be hired for the Radio Police Dispatcher, Fill-in Per Diem, hourly position in the Allendale Police Department at the rate of \$22.00/hour effective March 21, 2024.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.



Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-110

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino					✓	
Mayor Wilczynski	-----	-----				

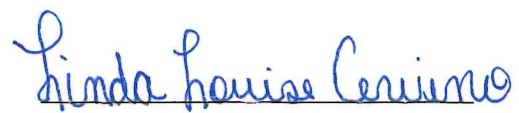
☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

APPROVAL OF MARCH 21, 2024 LIST OF BILLS

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that it hereby approves the Bill List dated March 21, 2024 in the amounts of:

Bill List Numbers	March 21, 2024
Current Fund	\$ 1,527,211.46
Payroll Account	169,297.51
General Capital	16,373.81
Animal Fund	
Grant Fund	
COAH/Housing Trust	
Improvement & Beautification	
Unemployment Fund	
Trust Fund	2,072.72
Water Operating	
Water Capital	
Total	\$ 1,714,955.50

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-111

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**APPROVE CHANGE ORDER NUMBER THREE
HM COMPANY LLC - ALLENDALE ADA FIREHOUSE BATHROOM RENOVATION**

WHEREAS, the Contractor has requested labor and equipment to video examine the existing bathroom waste line piping for the Allendale Firehouse ADA Bathroom; and


WHEREAS, a net increase of \$1,097.73 will result from the actual quantities of work measured and performed; and

WHEREAS, the Borough wishes to authorize and approve Change Order Number Three to authorize labor and equipment to video examine the existing bathroom waste line piping; and

WHEREAS, the CFO has certified that sufficient funds are available.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Allendale, County of Bergen, State of New Jersey, that Change Order Number Three resulting in an increase of \$1,097.73 be approved for the Allendale Firehouse ADA Bathroom Renovation.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk



DESCRIPTION OF CHANGE ORDER

Provide the following services:

- 1) Provide labor and equipment to video examine the existing bathroom waste line piping as per RFI #003.

CONTRACTOR PROPOSAL

Contractor Name:	HM COMPANY LLC	Date:	3/19/2024
Address	3 Orlando Drive	Project:	Allendale Firehouse ADA Bathroom
	Fairfield, NJ 07004	Change Proposal No:	#003
Telephone No:	(917) 200-3768	Revision No:	
		Time extension	TBD

Section A: Contractor Work

1. Total Contractor Labor	\$	-
2. Total Contractor Material	\$	-
3. Total Contractor Equipment Rented	\$	-
4. Total Contractor Equipment Owned		
4. Total Unit Price Costs		
5. SUBTOTAL	\$	-
6. Contractor's OH&P 10%	\$	-
6a. Contractor's Bonds&Insurances 5%	\$	-
7. Total Premium Portion of Contractor Labor		
8. CONTRACTOR TOTAL	\$	-

SECTION B: SUBCONTRACTOR WORK

Round Totals to Nearest Dollar

9. Names of Subcontractors: Rak Plumbing & Heating	
A. Labor for line item #1 in Description above	\$ 657.22
B. Material for line item #1 in Description above	\$ 250.00
C. _____	
D. _____	
E. _____	
9a. 10% Overhead & Profit	\$ 90.72
10. TOTAL SUBCONTRACTOR PROPOSALS	\$ 997.94
11. Contractor's Override on Subs' Proposal:	
11a. 10% Overhead & Profit	\$ 99.79
12. Total Premium Portion of Subcontractor Labor	
13. Subcontractor Total 13	\$ 1,097.73

SECTION D: CONTRACTOR'S REQUESTED TOTAL

15. AMOUNT REQUESTED 15	\$ 1,097.73
Christian Miceski 3/19/2024	APPROVED BY: 3/19/2024
Contractor's Signature Date	Date

Christian Miceski
Print Name of Authorized Representative
Project Manager
Print Title

Aileen Alano
Print Name of Authorized Representative
CEO/Administrator
Print Title

HM reserves it's rights to seek additional time from the cumulative effect of multiple change of plans including general condition associated with the delay.

**RESOLUTION
BOROUGH OF ALLENDALE
BERGEN COUNTY, NJ**

DATE: 03/21/2024

RESOLUTION# 24-112

Council	Motion	Second	Yes	No	Abstain	Absent
Daloisio						✓
Homan			✓			
Lovisolo			✓			
O'Connell	✓		✓			
O'Toole		✓	✓			
Yaccarino			✓			
Mayor Wilczynski	-----	-----				

☐ Carried
☐ Defeated
☐ Tabled
☒ Approved on Consent Agenda

**KONSTRUCT ENGINEERING, PLLC, TO PROVIDE ARCHITECTURAL AND ENGINEERING
SERVICES – CRESTWOOD LAKE CONCESSION STAND
LOCATED IN THE BOROUGH OF ALLENDALE – PHASE 2 & 3**

WHEREAS, the Borough of Allendale has a need to acquire architectural and engineering services for the proposed new concession stand located at Crestwood Lake located within the Borough of Allendale; and

WHEREAS, KONstruct Engineering, PLLC, is a firm duly qualified and available to perform said services; and

WHEREAS, the Chief Financial Officer has attached hereto a certification that adequate funds are duly budgeted and appropriated to pay for the contract.

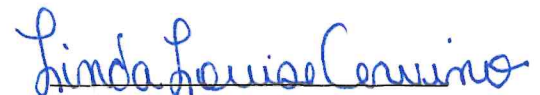
NOW, THEREFORE, BE IT RESOLVED, by the Governing Body that a contract for the above-referenced project be awarded to KONstruct Engineering, PLLC, 58 Woodland Avenue of Allendale, New Jersey, in accordance with their proposal for Phase 2 – Design and Engineering, Construction Documents and Phase 3 – Contract Administration Services, dated February 15, 2024, at a fix-fee basis at a cost not to exceed \$24,500.00.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a contract with said architectural firm; and

BE IT FURTHER RESOLVED that this contract is being awarded as a non-fair and open contract, pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

BE IT FURTHER RESOLVED that a copy of this resolution be filed with the Borough Clerk and made available for inspection and that a brief notice of the passage thereof be published in The Record within ten days of the passage as required by law.

I hereby certify the above to be a true copy of a Resolution adopted by the Governing Body of the Borough of Allendale on March 21, 2024.


Linda Louise Cervino, RMC
Municipal Clerk

February 15th, 2024

Tyler Yaccarino
Councilman, Borough of Allendale
Chairman, Facilities/Parks/Recreation
tyleryaccarino@allendalenj.gov

RE: Crestwood Lake, Allendale, NJ 07401
New Proposal: Architectural & Engineering Services

Dear Mr. Yaccarino,

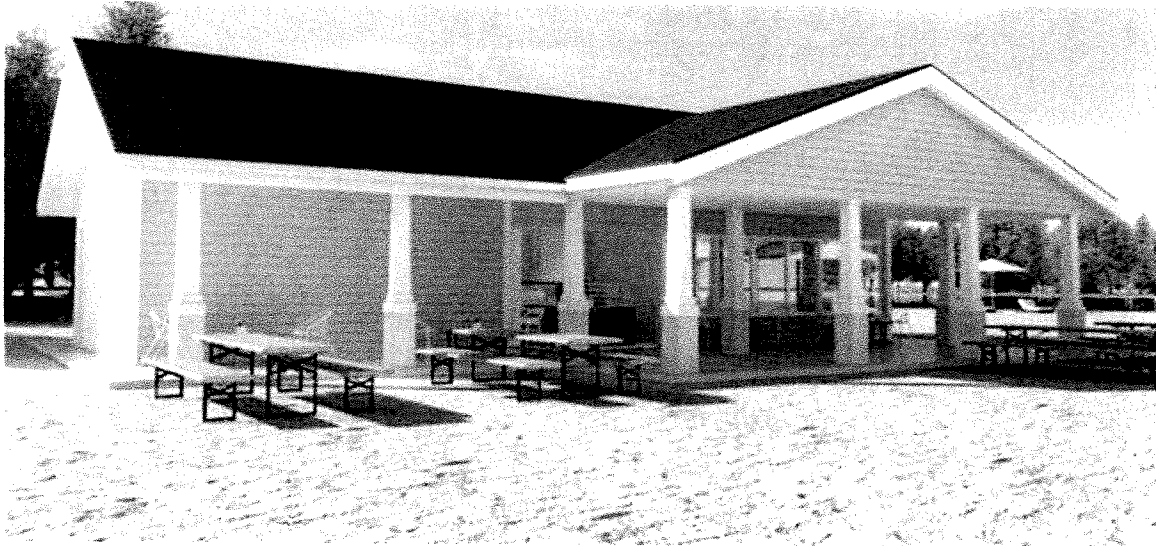
Thank you for the opportunity for Konstruct Engineering, PLLC (KONstruct) to submit a proposal to provide architectural and engineering services in relation to the proposed new concession stand located at Crestwood Lake, within Allendale, NJ. We are excited to be given this opportunity to continue with the project and be involved within our own community.

With expertise in architecture, engineering, and consulting services, you can be sure that KONstruct will work diligently on your proposed project. KONstruct takes a holistic approach by integrating design, engineering, and finances into our deliverables and methodology. Feel free to visit our website www.konstructae.com to learn more.

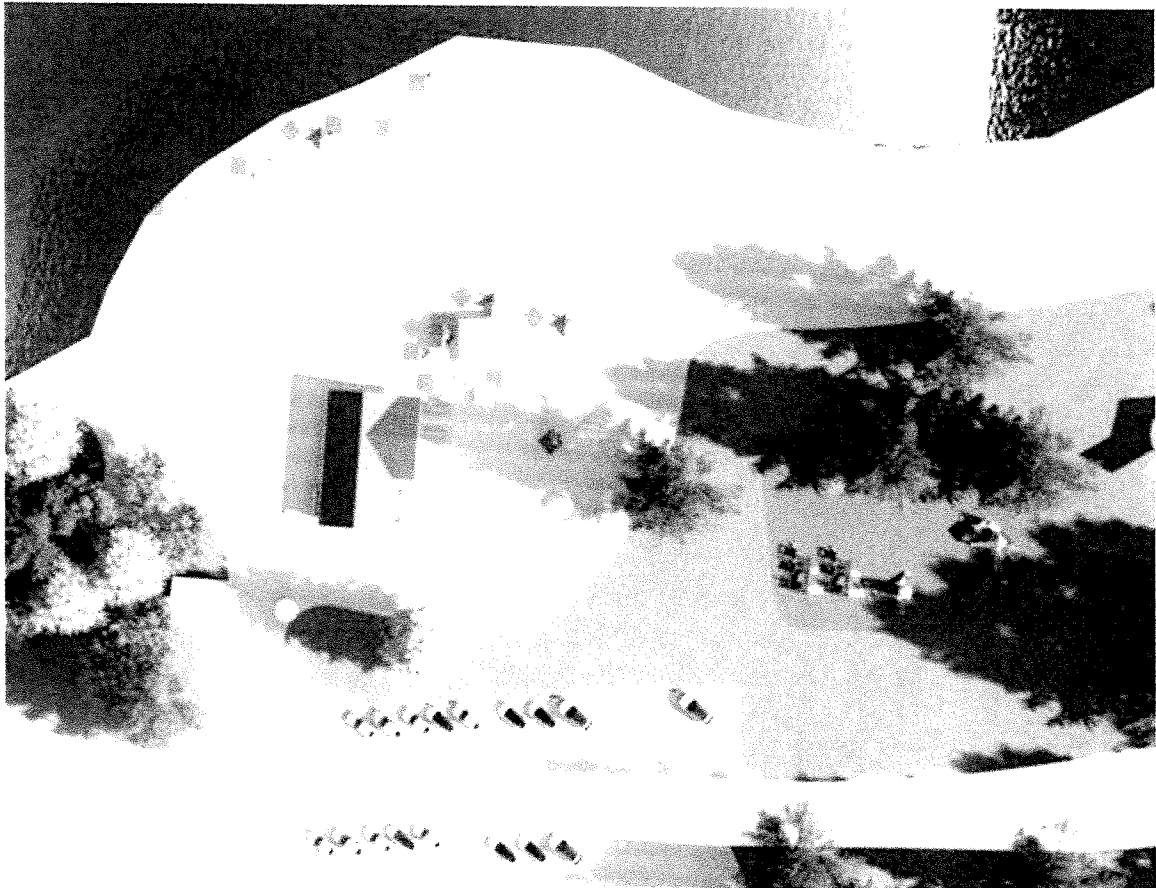
BACKGROUND & PROJECT UNDERSTANDING

Previously Konstruct provided services for Phase I of this project to determine a basis-of-design and programing requirements. The following is a summary of the approved design upon which the final architectural and engineering drawings will be derived from. During discussions, minor modifications to the programing were made to include the following not captured within the below images:

- Increase in footprint of concession stand via. reduction in footprint of the lifeguard room.
- Full window glazing at the life guard wall facing the lakefront
- Relocation of lifeguard access door to under the roof structure.
- Location of propane tanks adjacent to mechanical/storage room.
- Possible removal of exterior shower stall structure
- Possible inclusion of overhang structure

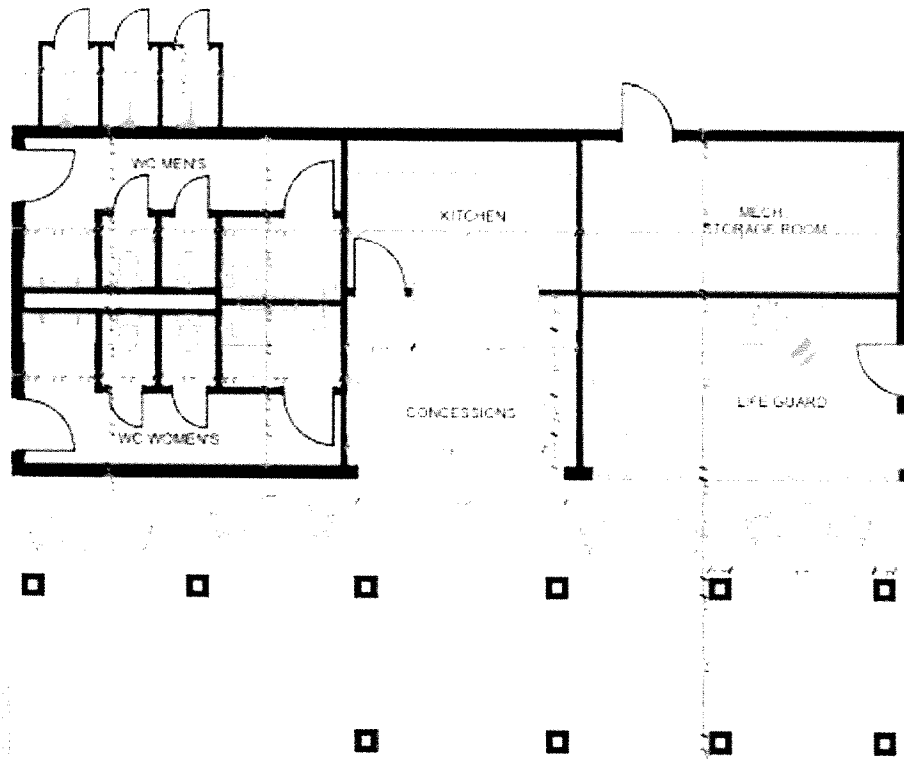


CONCEPT RENDERING



SCHEMATIC SITE PLAN

Plan Scale 3/16"

SCHEMATIC FLOOR PLAN

SCOPE OF WORK

PHASE II – DESIGN AND ENGINEERING, CONSTRUCTION DOCUMENTS

ARCHITECTURAL SCOPE OF WORK:

1. Administrative, construction notes & architectural specifications
2. Revised exterior & interior renderings of final building design
3. Selection of architectural finishes such as tile, paint, millwork, etc.
4. Finalization of architectural floor plans and layouts
5. Design cross sectional elevations
6. Design exterior elevations
7. Architectural sections and details
8. Identification of all required special inspections
9. COMcheck analysis for walls/floor/roof systems as required.
10. Interior & exterior lighting design inclusive of fixture selection
11. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

MECHANICAL ENGINEERING SCOPE OF WORK:

1. Calculate the index and ventilation requirements
2. Load calculations
3. Design kitchen exhaust system
4. Design bathroom exhaust system
5. Design any required fresh-air-intake requirements.
6. Design cooling systems as needed.
7. Prescriptive energy compliance via Com-Check or similar means.
8. Identification of all required special inspections
9. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

ELECTRICAL ENGINEERING SCOPE OF WORK:

1. Load calculation and analysis
2. Electrical infrastructure upgrades as needed (panels, feeders, conduits).
3. Power design, schedules, riser diagrams, etc.
4. Prescriptive energy compliance via Com-Check or similar means.
5. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

PLUMBING ENGINEERING SCOPE OF WORK:

1. Design sanitary & ventilation plumbing system
2. Design hot & cold plumbing systems
3. Design storm water disposal system
4. Design of fire protection system as needed
5. Prescriptive energy compliance via Com-Check or similar means.
6. Documentation of riser diagrams as needed
7. Identification of all required special inspections
8. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

STRUCTURAL & FOUNDATION ENGINEERING SCOPE OF WORK:

1. Gravity and lateral analysis inclusive of wind and seismic forces
2. Design load bearing partition walls as needed
3. Design reinforcement for load bearing partition walls as needed.
4. Design lintels for proposed windows, doors and wall openings.
5. Design floor & roof framing system
6. Design foundation system in conjunction with above grade structural system
7. Design footings & associated isolated foundation systems in association with structural system
8. Identification of all required special inspections
9. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

CIVIL ENGINEERING SCOPE OF WORK:

1. Grading plans
2. Site plans
3. Design of any required stormwater management systems or evaluation of reuse of existing pending existing information obtained.
4. Identification of all required special inspections
5. Drafting of plans, sections, details, notes, schedules for drawing set deliverable

PHASE III - CONTRACT ADMINISTRATION SERVICES

1. Responding to Plan Examination comments and drawing revision for compliance.
2. Ownership review of drawings & associated page turns/design explanations
3. Coordination with ownership, and other cost estimation consultants, to help confirm systems and materials are properly reflected in the estimate.
4. Respond to contractor questions, and official RFI answers
5. Issue addenda and clarifications as required
6. Shop drawing and submittal review
7. Coordinate with awarded contractor on an as-needed basis
8. Monthly construction meetings via. virtual or phone methods.
9. Up to (5) in-person total meetings are included, inclusive of:
 - o Review of drawings & associated page turns with design explanations
 - o Project management meetings
 - o construction site visits
10. Review of special inspection reports (by others if required) for project compliance and approval.
11. Punchlist documentation

ESTIMATED PROJECT TIMELINE

Konstruk requires a 30-day *MINIMUM* design timeline to produce signed and sealed drawing sets. For a project of this scale, the signed and sealed drawing set will be utilized for bidding, permitting, and construction purposes.

Sample Project Schedule

Allendale Municipal Meeting	2/22/2024
Estimated Contract Execution & Bid Advertising	3/1/2024
Signed & Sealed Permit/Bid/Construction Documents	4/1/2024
Start of Bidding Process	5/1/2024
Award of Contract	6/1/2024
Construction Start (estimated)	9/1/2024
Construction Completion (estimated)	4/1/2025
CofO	5/1/2025

COMPENSATION

Compensation to Konstruk Engineering, PLLC for the above services shall be on a fixed-fee basis of **TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$24,500.00)**, plus expenses as noted below. Billing shall be rendered either a milestone completion or monthly basis in conjunction with the level of work completed.

PROPOSED SERVICES (Milestone)	Fixed-Fee Amount	PAYMENT SCHEDULE
Retainer	\$ 5,000	Invoiced at signing of proposal
Design Development Set (progress set)	\$ 6,000	Invoiced at Progress Set deliverable.
100% Construction Set	\$ 6,000	Due at submission of Signed/Sealed drawings
Contract Administration (bidding)	\$ 1,500	Invoiced at Bid award
Contract Administration (construction)	\$ 6,000	Invoiced Monthly
Total Fixed-Fee	\$ 24,500	

Expenses	Cost + 5%	Due at Milestone Deliverable
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Payment is due within fourteen (14) days of date of invoice. If payment is not received within thirty (30) days of date of invoice, Konstruct Engineering, PLLC reserves the right to stop work. If payment is not received within thirty (30) days of date of invoice, Konstruct Engineering, PLLC reserves the right to charge the maximum state allotted interest on a monthly basis. This contract is not transferable without prior approval by KONstruct Engineering, PLLC. If transferred, all terms and conditions are subject to change.

ASSUMPTIONS, CLARIFICATIONS & EXCLUSIONS

1. Demolition drawings and scope of work to be provided by others. Owner to provide drawings to KONstruct once obtained.
2. Relocation of the existing volleyball court is not included within the scope of services of this proposal.
3. Kitchen and catering equipment shall be provided to Konstruct via. owner's kitchen consultant. Konstruct will coordinate with concession vendor is anticipated during the design process.
4. Owner to provide survey of property prior to start of Schematic Phase. Survey to include information, but not limited to: property boundaries, existing structure boundaries and dimensions, utility location, types, descriptions, etc. If a survey is not provided, KONstruct will locate the structure as best as possible but can not be responsible for any field deviations.
5. Geotechnical services are to be contracted directly between the owner and geotechnical engineer. Geotechnical investigations, borings, test-pits or subsurface exploration is not included within the proposed scope of work. It is recommended that Owner provide geotechnical engineering report to KONstruct prior to schematic phase. In the event that the Owner authorizes KONstruct to begin prior to providing the report, it shall be understood that any design changes, caused by new information obtained, shall not be the responsibility of KONstruct. If the report is provided after the approval of Design Development drawings, and significant work is required, KONstruct reserves the right to request additional service fees. If no report is provided, KONstruct reserves the right to design the foundation as see fit and can not be responsible for any future settlement issues.
6. All construction inspections inclusive of special inspections shall be completed by the building department or others. It is assumed that any required Third-Party Special Inspections required by the Building Code will be completed by an independent inspector provided by the owner.
7. Pre-construction surveys, if required, shall be provided by either the contractor or owner.

8. Additional renderings can be offered at a rate of \$500 per iteration.
9. Specifications shall be issued on the drawings.
10. Cabinetry design and documentation is excluded from the scope of work. We will show general layouts of kitchen design on plan. Final detailed design is assumed to be conducted by cabinet installer or owner's consultant. If required, KONstruct can provide this as an additional service.
11. Hydrant flow tests or similar tests to be provided by owner for KONstruct to obtain design pressure of water at street location. If hydrant flow tests are not provided, we will assume the incoming water supply can support the required demand pressure, all to be confirmed in the field at a future date during construction.
12. Site safety plans, demolition plans, and asbestos reports are all excluded from the scope of work and the responsibility of the owner if required.
13. Landscaping design is excluded from services and if required assumed to be by others.
14. Post-occupancy evaluation and reporting is excluded from services.
15. Any & all tenant related services and activities are excluded from services.
16. Telecommunications and data design are excluded from services.
17. Any and all building/system commissioning services are excluded from services.
18. Furniture, furnishings, and equipment design are excluded from services.
19. Multiple bid packages are excluded from services.
20. Gaseous fire protection systems are not anticipated and excluded from services.
21. Dimensionally coordinated mechanical/electrical/plumbing and/or shop drawings are the responsibility of the contractor.
22. Lighting photometric calculations for normal and emergency lighting is not anticipated and excluded from services.
23. Electrical utility application for new or upgraded service to property is excluded. It is anticipated at the existing power supply shall be reused.
24. Lighting dimming control systems are not anticipated and excluded from services.
25. AV/Security/Low voltage system design beyond feeder to main system panel is not anticipated and excluded from services.
26. Sustainable Project Services including but not limited to LEED, WELL, etc. certifications are excluded from services.
27. As-Built Record documentation is not included within the scope of work. It is assumed the contractor will provide electronic as-built documents for our review and approval. If this service is to be required, a separate proposal for services can be provided upon ownership request.
28. Any required test-pits or investigative/exploratory removal services are to be provided by others.
29. All approvals from utility companies to be conducted by owner. KONstruct will provide owner with requested information as needed.
30. KONstruct shall not be responsible for contractor means and methods or job site safety.
31. Vibration, Optical, and Crack monitoring of adjacent buildings are not included and shall be provided by the owner at the owner's expense if required.
32. All construction work or construction site supervision is excluded from KONstruct's scope of work and responsibility.
33. All expediting on behalf of plumbing contractors, electrical contractors and other related contractors are excluded from the scope of work.
34. Any work stoppage caused by the contractor shall be the owners responsibility. The owner shall be responsible for rectifying any non-compliance to complying condition and receive approvals to restart work.
35. After Hour Work Variance Permit and applications to be done by others.

KONSTRUCT

ARCHITECTURE | ENGINEERING

36. Cost estimating services are not included. We will coordinate with an owner-appointed cost estimator to help make sure scope items are properly reflected in the cost estimate.
37. Additional construction site visits beyond those quantified above are not included – KONstruct can perform additional visits as requested at a rate of \$ 500.00 per man visit.
38. The owner/contractor to notify KONstruct of any discrepancies in the plans, including field conditions, construction details, and or specifications prior to the commencement of any work.
39. The building shall be sufficiently braced at all times during the course of construction to satisfy rain, snow, construction live loads, live loads, and seismic or wind loads.
40. The contractor shall monitor all excavation and adhere to required safety and construction standards.
41. This contract excludes any and all required site safety requirements, as they are provided by others.
42. Any and all environmental engineering or filing are specifically excluded from the scope of work.
43. E-designation removal (Phase I & Phase II) are excluded from the scope of work.
44. It is assumed that the property is not within a flood plain. If so, KONstruct reserves the right to renegotiate fees.
45. Relocation and/or removal of hydrant, utility poles, etc. are not included in the scope of work.
46. Energy analysis shall be completed via COMcheck, or tabular methods. Energy modeling in alternative forms are excluded from the scope of work.
47. Exterior wall systems beyond load bearing or non-load bearing window wall systems are not included in the scope of work. This project specifically excludes curtain wall or intricate façade designs.
48. Pre-Engineered systems such as curtain walls, concrete pan steel riser stair designs, or prefabricated handrails will be designed by the contractor's engineer based on performance requirements provided in the contract documents.
49. Fast-track/early issue of foundation and framing plans, if needed, can be provided as an additional service.
50. The entire project is to be documented in AutoCAD and/or Revit software at KONstruct's sole direction. Drawings and deliverables will be in black & white, two-dimensional (2D) format.
51. KONstruct is not responsible for filing documents with any municipal agencies. KONstruct will coordinate and complete forms as provided by client to help assist client in obtaining necessary completed forms required for filing.
52. All municipal agencies, utility fees, building department, etc. and agency filings fees, permit fees, microfilm fees, etc. to be paid by owner.
53. All Landmark or historic filings are specifically excluded from this proposal.
54. All DOB, Fire Department, DEP, and or other government agencies Filing Fees are to be prepared/paid by others.
55. Any Parks department filing is to be by others.
56. All filing with Department of Transportation is excluded from the scope of work.
57. Attendance at any municipality meeting including but not limited to planning board, etc. are assumed to be conducted by the client/owner and are excluded from the scope of work. If required, KONstruct can provide additional services to attend such meetings at a fixed-fee of \$1,000 per meeting.
58. Mailing, couriers, blueprinting, printing, duplication, and other administrative expenses to be invoiced separately at cost + 5% administration and handling fee.
59. All deliverables assumed to be PDF electronic files. Any printing is excluded, but can be billed at cost + 5% administrative and handling fee.
60. All work not included within the scope of work is specifically excluded.

HOURLY RATE SCHEDULE

PERSONNEL	BILLING RATE
Owner / Principal	\$250.00
Vice President	\$200.00
Project Manager	\$125.00 - \$150.00
Project Engineer	\$100.00 - \$125.00
Administrative Staff	\$70.00 – \$ 100.00
Outside Consultant	TBD

January, 2024
Revised

STANDARD FORM AGREEMENT

REUSE OF DOCUMENTS

All documents, including drawings and specifications pertaining to this Project are instruments of service. KONstruct Engineering, PLLC, known as KONstruct, shall retain an ownership and property interest in the documents whether the Project is completed. **BOROUGH OF ALLENDALE**, known as Client, may make and retain copies of the documents for reference in connection with the use and occupancy of the project. The documents are not intended or represented as suitable for extension of this or any other project. Any reuse, without written verification or adaption by KONstruct for the specific purpose intended, will be at Client's own risk.

Client shall indemnify and hold harmless KONstruct, its consultants and agents and employees of any of them, from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the unauthorized reuse of the documents. Client further agrees to compensate KONstruct for any time spent or expenses incurred by it in defense of any such claim, in accordance with KONstruct, prevailing fee schedule and expense reimbursement policy.

CLIENT'S RESPONSIBILITY

Client shall provide full information as to Client's requirements for the Project: designate a person to act with authority on Client's behalf on all aspects of the Project; examine and promptly respond to KONstruct submissions; give timely notice to KONstruct when Client observes or otherwise becomes aware of any defect in KONstruct's work; notify KONstruct in writing, as to the nature and extent of any dissatisfaction leading to Client's withholding of invoiced payments.

If during the course of construction, the Client and/or Owner should elect to accept a substitution of equipment or material by the contractor as a means of construction cost reduction, and the said substitution necessitates a substantial review or re-design, KONstruct shall be remunerated at the hourly rates stated herein to perform the review or re-design.

INSURANCE

KONstruct maintains a Professional Liability Insurance (Errors and Omissions), with a minimum limit of \$1,000,000 (ONE MILLION DOLLARS) for each claim and \$1,000,000 (ONE MILLION DOLLARS) in the aggregate. KONstruct maintains Commercial General Liability Insurance, with a minimum limit of \$1,000,000 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000 (TWO MILLION DOLLARS) in general aggregate. We will use the degree of care and skill ordinarily exercised under similar conditions by fellow members of the profession of Engineering. In any project, there will be minor inconsistencies, ambiguities, errors and omissions within the contract documents. We do not guarantee our work. These inconsistencies, if occurred will be rectified during construction stage, provided it was brought to our attention prior to implementation.

RESPONSIBILITY FOR COST ESTIMATE

During the course of the Project, if KONstruct is requested to review the Client's Project budget or to prepare a Project Cost Estimate, it is understood that such estimates represent KONstruct's best judgement as a design professional familiar with the construction industry. It is recognized that neither Client nor KONstruct has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; over competitive bidding; market or negotiation conditions; timely availability of labor, materials or equipment; or over the efficient utilization of labor and other resources.

STANDARD OF CARE

KONstruct provides no express or implied warranties or guarantees of any kind. KONstruct only agrees that it will perform the Services in accordance with the standard of care and diligence normally practiced by design firms performing services of a similar nature in the same locale.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of KONstruct and KONstruct's officers, directors, partners, employees, agents and KONstruct's consultants, and any of them to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of KONstruct or KONstruct's officers, directors, partners, employees, agents or KONstruct's consultants or any of them, shall not exceed the total compensation received by KONstruct under this agreement.

EXISTING CONDITIONS

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made concerning existing conditions, because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, the Client and Owner agree that, except for negligence on the part of KONstruct, the Client and Owner will hold harmless, indemnify and defend KONstruct for and against any and all claims, damages, awards and costs of defense arising out of the professional services provided under this agreement. The Client and Owner further agree that KONstruct is not responsible for hidden latent defects.

ASBESTOS ABATEMENT

KONstruct's responsibility does not include any detection, encapsulation, removal or disposal of asbestos or asbestos-contaminated material. KONstruct shall not be responsible for identifying potential asbestos hazards, nor shall KONstruct be held accountable if previously unidentified asbestos-containing materials shall be encountered during the installation and construction of the Project. Further, Client shall indemnify and hold KONstruct harmless against any and all claims, liens, liability, losses, damages, fines, judgments and penalties, including reasonable costs and settlements arising from the presence of asbestos-containing materials or from any allegation of the presence of asbestos-containing materials in the Project work area.

TERMINATION

Client may terminate this agreement by issuing seven (7) calendar days written notice to KONstruct. The effective termination date will be seven (7) calendar days after official receipt of written notification. In the event of termination, KONstruct shall be compensated for all costs incurred and associated profit earned up to and including the termination date. KONstruct reserves the right to determine the amount of work required to bring the project to a reasonable halt. This work will include compilation, collation and permanent record storage of all work completed and in process at the time of notification. If requested by Client to restart the project, Client will be responsible for any additional charges associated with record retrieval, update, and re-orientation.

ADDITIONAL CHARGES

Client may request additional services beyond the original Scope of Work. Compensation for additional services shall be subject to our basic rate schedules or agreed upon fixed-fee. Upon request by Client for additional services, KONstruct shall prepare an estimate of the additional fee. Prior to commencing with the additional work, Client must issue written authorization to proceed by signing an "Authorization to Provide Additional Services" form. Payment for additional services shall be subject to all terms and conditions of the original agreement.

SAFETY

KONstruct shall not be responsible for site safety and shall have no right or obligation to direct or stop the work of Client's contractors, agents, or employees.

FORCE MAJEURE

KONstruct shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of KONstruct, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, acts or failures of government.

INDEMNITY

Client shall, to the fullest extent permitted by law, indemnify, defend and hold harmless KONstruct from and against any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, reasonable attorney's fees, awards, fines, damages or judgments arising out of or relating to, any or all of the following:

- (a) any inaccurate, insufficient or incomplete information provided to KONstruct by Client;
- (b) any events, problems or circumstances arising out of or related to Client's negligence or breach of this Agreement;
- (c) any and all claims or liabilities resulting from Client's (or Client's contractors, agents, employees or representatives) violation of federal, state or local statutes, regulation ordinances; and
- (d) all claims and liabilities resulting from or related to site conditions or hazardous substances or constituents introduced at the site by any person or entity other than KONstruct.

SEVERABILITY

If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. The Court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from the agreement.

SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and KONstruct shall survive the completion of the services and the termination of this Agreement.

CONDOMINIUM PROJECTS

Apartment to Condominium Conversion: The Owner warrants that this Agreement relates to the development of an apartment project and that the Owner plans to retain ownership thereof for investment purposes, and Engineer has relied upon that warranty in establishing its compensation for the services it will provide and the risks it will assume in connection with this project. While conversion of this project to condominium, cooperative, or similar ownership is not foreseeable, if it did occur, it would unreasonably increase the risks imposed upon the Engineer, without any corresponding increase in the compensation paid to Engineer. In recognition and consideration of those facts, Owner agrees that in the event any such conversion does occur in the future, Owner shall indemnify, defend, and hold the Engineer harmless from any claim or liability, including reasonable attorneys' fees, for any type of claim for liability asserted against the Engineer by any person or entity who would not have existed or otherwise had standing as a claimant had there been no conversion, including but not limited to individual unit owners, a homeowner's association, cooperative board, or similar entity.

Condo Indemnity: The Owner acknowledges the risks to the Engineer inherent in condominium projects and the disparity between the Engineer's potential liability for problems or alleged problems with such condominium projects. Therefore, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees, consultants and Subconsultants (collectively Engineer) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the services performed under this Agreement, except for damages, liabilities or costs arising from the Engineer's sole negligence or willful misconduct.

Maintenance: The Owner agrees that the bylaws of the Condominium Association established for the Project will require that the Association perform, as recommended in the Maintenance Manual, all necessary routine maintenance, maintenance inspections, and repairs and maintenance called for as a result of these maintenance inspections. The bylaws shall also contain an appropriate waiver and indemnity in favor of the Owner, the Engineer and its consultants and Subconsultants and the Contractor if the maintenance recommendations in the Maintenance Manual are not performed. Maintenance Manuals may not be all inclusive.

Statute Of Limitations: The bylaws shall further provide that any claims by the Condominium Association against the Owner, the Engineer and its consultants and Subconsultants must be commenced within one year of the date that the Project was turned over to the Condominium Association.

61. Proposal pricing valid for 30 days from proposal date.
62. Additional work for significant changes after approval of the Design Development drawings is not included, but can be provided as an additional service.
63. This contract in no way represents a guarantee of success or approval of the application being filed or approved by the governing municipality. KONstruct will work diligently with the owner to obtain approval but can not be held responsibility for revisions or delays initiated or caused by the approving municipal agency.
64. This contract in no way represents a schedule or time of how long it takes to prepare this application or when and if it may be approved by the authority having jurisdiction.
65. This contract is not transferable without prior approval by KONstruct Engineering, PLLC. If transferred, all terms and conditions are subject to change.
66. KONstruct reserves the right to subcontract any and all portions of this contract.
67. KONstruct reserves the right to photograph construction for internal purposes including but not limited to marketing, business development, archiving, record keeping, etc.
68. Assistance with construction lender documentation and filing is excluded within this proposal.
69. Assistance with creating and completing AIA contracts not included within scope of work.

AUTHORIZATION TO PROCEED AND CONTRACT EXECUTION

Thank you for the opportunity to offer our services. If you concur with the above, please sign a copy of this letter and return it to our office. This letter will then constitute an agreement between BOROUGH OF ALLENDALE and KONSTRUCT ENGINEERING, PLLC.


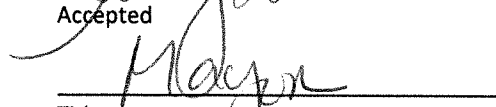
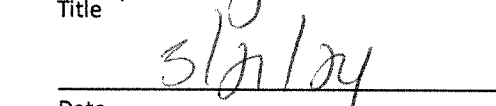
Respectfully,

KONSTRUCT ENGINEERING, PLLC



Steven Koniuk, P.E., R.A.
Owner / Principal

BOROUGH OF ALLENDALE


Accepted

Title

Date