

Resolution of the Demarest Governing Body

Resolution No. 106-26

May 11, 2026

Council Member	Motion	Second	Yes	No	Abstain	Absent
Slowikowski		✓	✓			
Carmeli			✓			
Collins			✓			
Jiang			✓			
Marks			✓			
Reiss	✓		✓			

**TITLE: RESOLUTION AUTHORIZING THE CONSTUCTION
ADMINISTRATION SERVICES FOR 2026 RIVERSIDE COOPERATIVE
PAVING PROGRAM**

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WHEREAS, the Borough of Demarest has a need for construction management services related to 2026 Riverside Cooperative Street Improvements; and

WHEREAS, the Borough received a proposal dated April 16, 2026 from Colliers Engineering & Design to provide those services, attached, for the sum of \$21,000.00; and

WHEREAS, the appointment and the contract are exempted from the competitive bidding requirements of the Local Public Contracts Law, (NJSA 40A:11-1 et. Seq.) as "Professional Services", pursuant to NJSA 40A:11-5(1)(a); and

WHEREAS, the vendor is the currently appointed 2026 Borough Engineer for the Borough of Demarest and the Mayor and Council awarded said 2026 contract pursuant to the provisions of NJSA 19:44A-20.5; and

NOW THEREFORE, BE IT RESOLVED, by the Borough of Demarest that the Borough Administrator is authorized to execute the agreement to authorize Colliers Engineering & Design to perform the work described herein not to exceed \$21,000.00 a copy of which is annexed to this Resolution.

APPROVED:



Brian Bernstein, Mayor

CERTIFICATION OF CFO

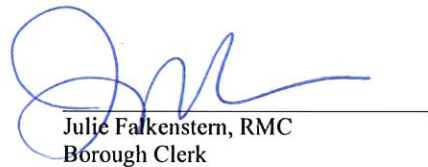
I, Andrea Diekmann Johe, do hereby certify the availability of funds for the expenditure referenced herein.



Andrea Diekmann Johe, CFO

CERTIFICATION

I, Julie Falkenstern, Borough Clerk, of the Borough of Demarest, in the County of Bergen and the State of New Jersey do hereby certify that the foregoing Resolution is a true copy of the original resolution duly passed and adopted by the Governing Body at the meeting on May 11, 2026.



Julie Falkenstern, RMC
Borough Clerk

AGREEMENT

PARTICIPANTS:

This Agreement made and entered into this 1st day of January, 2026 by and between the Borough of Northvale (hereinafter referred to as the "Lead Agency"), and the Boroughs of Alpine, Bergenfield, Closter, Cresskill, Demarest, Dumont, Englewood Cliffs, Harrington Park, Harrington Park Board of Education, Haworth, Hillsdale, Little Ferry, Montvale, New Milford, Paramus, River Edge and Tenafly (hereinafter referred to as the "Riverside Cooperative").

WITNESSETH

LEGAL AUTHORITY:

WHEREAS, N.J.S.A. 40A:11-11(5) specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials, and supplies; and

WHEREAS, the Lead Agency is conducting a voluntary Cooperative Pricing System utilizing administrative purchasing services and facilities of the Lead Agency pursuant to Cooperative Pricing Agreements entered into by the Lead Agency and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials, and supplies; and

WHEREAS, all parties hereto have approved the Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purpose.

NOW, THEREFORE, in consideration of the promises and the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials and/or supplies to be priced cooperatively may include repaving, water and sewer/storm repairs/vegetative collection/disposal services, energy, equipment purchase, materials and other items as two or more Participating Contracting Units in the Riverside Cooperative agree can be purchased on a cooperative basis. The items and classes of items which may be designated by the Participating Contracting Units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

Administration and Operation of System:

2. The Lead Agency, on behalf of all Participating Contracting Units, at the beginning of participation in the Riverside Cooperative, a Cooperative Pricing System, and during each January thereafter, or during the month of the anniversary date of the registration of the System, shall publish a legal ad in such format as required by the State Division of Local

Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the Lead Agency soliciting competitive bids or informal quotations; and
- (2) The address and telephone number of the Lead Agency; and
- (3) The State Identification Code for this Cooperative Pricing System; and
- (4) The expiration date of the Cooperative Pricing Agreement.

3. Each of the Participating Contracting Units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

4. The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

5. A single advertisement for bids or the solicitation of informal quotations for the work materials or supplies to be purchased shall be presented on behalf of all the Participating Contracting Units desiring to purchase any item by the Lead Agency in this Cooperative Pricing System.

6. The Lead Agency shall advertise for bids or the solicitation of informal quotations and shall receive bids or informal quotations on behalf of all Participating Contracting Units, which includes the [NAME OF PARTICIPATING CONTRACTING UNIT]. Following the receipt of such bids or informal quotations, the Lead Agency shall review the same on behalf of all Participating Contracting Units, either reject all or certain bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering a master contract with the successful bidder(s) providing for two categories of purchases:

- (1) The quantities ordered for the Lead Agency's own needs; and
- (2) The estimated aggregate quantities to be ordered by other Participating Contracting Units by separate contract, subject to the specifications and prices set forth in the Lead Agency's overall (master) contract.

The Lead Agency shall enter into a formal contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for only its own needs ordered. Each Participating Contracting Unit, including but not limited to the [NAME OF PARTICIPATING CONTRACTING UNIT], shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with successful bidder(s); issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be involved by and receive statements from the successful bidder(s), and be responsible for any tax liability. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered, or for

performance generally, by any other Participating Contracting Unit. Each Participating Contracting Unit shall accordingly be liable only for its own performance and for items ordered and received by it and non assumes any additional responsibility or liability.

The provision of this Paragraph 6 shall be quoted or referred to and sufficiently described in all advertisements for bids by the Lead Agency so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

7. Participating contracting units agree to timely notify the Lead Agency of any dispute with a successful bidder which is unresolved, which may trigger Article 16, Dispute Resolution clause, of the contract between the Lead Agency and Contractor, or which may qualify as a prior negative experience under N.J.S.A. 40A:-11.4. For purposes of this agreement, timely notification shall be defined to mean within seven (7) days.

8. Nothing in this Agreement shall prevent the [NAME OF PARTICIPATING CONTRACTING UNIT] from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the Lead Agency is advertising for and receiving bids for the same items or commodities, except in the case of emergency or hardship or when a contracting unit has submitted no estimate to the Lead Agency, and therefore will not participate in that bid.

9. The Lead Agency reserves the right to exclude any item or commodity from within said system, if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

Administrative Costs:

10. The Lead Agency shall appropriate funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.

It is agreed that each Participating Contracting Unit, including but not limited to the [NAME OF PARTICIPATING CONTRACTING UNIT], shall pay to the Lead Agency a prorated share of the administrative costs incurred by the Lead Agency not to exceed \$500.00 per Participating Contracting Unit annually. This shall be paid not more than forty-five (45) days following the date of receipt of billing from the Lead Agency.

Duration and Termination:

11. This Agreement shall become effective immediately upon execution by the Lead Agency and the [NAME OF PARTICIPATING CONTRACTING UNIT] subject to the approval of the Director of the Division of Local Government Services and shall continue in effect until its termination on April 15, 2030, which date is the date of termination of all Cooperative Pricing Agreements governing participation in the Riverside Cooperative entered into by the Lead Agency with each of the Participating Contracting Units, unless any party to this Agreement shall give written notice of its intention to terminate its participation at least thirty (30) days prior to the expiration of calendar year 2030 of this Agreement.

Duration:

12. All records and documents maintained or utilized pursuant to The terms of this Agreement shall be identified by the Code Number assigned by the Director, Division of Local Government Services and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

13. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

14. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes constitute one Agreement, binding on all parties hereto, notwithstanding that all parties are not signatories.

15. If any Municipality exercise its right to terminate its participation in this Agreement pursuant to paragraph 10, this termination shall not invalidate the Agreement with respect to other signatories.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

ATTEST:

LEAD AGENCY
BOROUGH OF NORTHVALE

Frances Weston, Mun Clerk

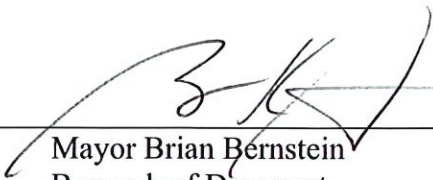
Joseph McGuire, Mayor

ATTEST:

PARTICIPATING CONTRACTING UNIT
BOROUGH OF Demarest



Julie Falkenstern, RMC
Municipal Clerk



Mayor Brian Bernstein
Borough of Demarest