

HASBROUCK HEIGHTS BOARD OF EDUCATION

Thursday, July 27, 2023

New Business

Facilities:

B07-02-24 Be it resolved that upon the recommendations of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following for the 2023-2024 school year:

Approve D&L Paving Contractors Inc. to pave the Euclid School Playground/Basketball Court at a cost of \$44,800.00 (Attachment L).

B07-03-24 Be it resolved that upon the recommendations of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following for the 2023-2024 school year:

Approve GL Group to perform asbestos abatement of the High School Hallway Floor Tile between the cafeteria and elevator at a cost of \$7,000.00 (Attachment M).

B07-04-24 Be it resolved that upon the recommendations of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following for the 2023-2024 school year:

Approve Westchester Environmental for TEM Asbestos Final Air Clearances following the removal of High School floor tiles at a cost of \$1,900.00 (Attachment N)

Personnel

P07-22-24 Be it resolved that upon the recommendations of the Superintendent of Schools the Hasbrouck Heights Board of Education approve the following for the 2023-2024 school year:

Approve Keri Kest as a full-time Elementary School Teacher at Euclid School, BA Step 7, \$58,550.00.



INDUSTRIAL AND COMMERCIAL PAVING
INSTALLATION OF PETRO MAT FABRIC
675 FRANKLIN AVENUE
NUTLEY, NEW JERSEY 07110
(973) 667-7300 • FAX (973) 667-1190

Proposed Contract: Revision

Revised: June 14, 2023

EDS Contract #10980

▼ **Hasbrouck Heights BOE**

Attn: Jerry

Number: (551)-404-0561

Email: Mihalitsianosger@hhschools.org

▼ **Location:**

▼ Euclid Elementary - Basketball Court

• Address: 1 Burton Ave, Hasbrouck Heights, NJ 07604

▼ **Overview:**

- Total area approximately 12,500 s.f.
- Mill 2" basketball court 2" in-depth.
- Clean and prepare area for pavement.
- Apply tack-kote.
- Install (2") HMA surface course mix I-5.
- Stripe existing court layout (white).
- Base Repair Allowance = 1,000 s.f. (\$5.00 per sqft)

Note: Base repair consists of the following:

- Removal of 6" unstable base.
- Replaced with 4" DGA stone w/ 2" HMA base course.

Total Job Cost: \$44,800.00

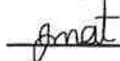
Exclusions

1. Permits, Testing, Survey and Layout, Engineering.
2. Excavation and repair of soft areas in sub-base.
3. Traffic Control, Saw cutting, Adjustment of Utilities.
4. Ponding of Areas less than 2% Slope.
5. Nights, Saturdays, and Holidays.

Terms & Conditions

1. Quantities stated above are approximate only. Payment will be based on actual field measurements.
2. Sales Tax will be charged on all invoices for all work unless a valid Sales Tax Exemption Certificate is received.
3. If rock/concrete and such is encountered and cannot be removed by on-site machinery, and blasting services are required, the cost of blasting shall be the owner's responsibility.
4. If we encounter soft areas during proof rolling of the sub-base, then excavating, backfill and compaction will be charged as an extra.
5. Cold Weather Paving - Paving done under cold weather conditions can cause asphalt imperfections. Cold, frost, rain, wind, snow, and moisture can cause defects. Paving work done under these conditions will be done at the owner's responsibility with repair work done at the owner's expense.
6. All Asphalt Paving should be left to "set-up" a minimum of 72 hours. Exposure to vehicle use in any manner could result in damage to new paving. D & L will not be held responsible for damages.
7. The prices listed in this proposal shall be valid for thirty days.
8. A reduction in quantities may result in an increase in prices.
9. This proposal becomes effective as a CONTRACT, after the purchaser has executed its acceptance.
10. Conditions, which are not specifically incorporated in this contract, will not be recognized. No modification or transfer of this contract after acceptance shall be binding upon the Seller, unless made in writing and signed by one of the Seller's Officers.
11. All prices are based on the current asphalt/cement index for liquid AC20 and are subject to change without written notification.
12. This proposal may be withdrawn pending the results of a credit investigation or it may be necessary to post a bond or establish an escrow account with sufficient funds and a guarantee of payment upon completion of our work.
13. Invoices will be rendered monthly, or at completion of work, whichever comes first, and payments are expected on any portion of the work performed and/or materials furnished during that 30-day period.
14. Final Payment- Payment in full is required within 30 days. A service charge of 1 1/2 % per month will be added to any unpaid portion of our invoice, which is annual percentage rate of 18%.

Thank you,



Joseph Matarazzo

D & L Paving Contractors, Inc.

Accepted By: _____

Name and Title: _____

Date: _____



PROPOSAL
TRANSMISSION ELECTRON MICROSCOPY (TEM)
FINAL SAMPLING

Date: July 26, 2023

Proposal # WEP23-097

PREPARED FOR: **Hasbrouck Heights Board of Education**
379 Boulevard
Hasbrouck Heights, NJ 07604

CONTACT: **Gerasimos Mihalitsianos**
Maintenance Supervisor
mihalitsianosger@hhschools.org
C: 551-404-0561

PROJECT: **TEM Asbestos Final Air Testing**
Hasbrouck Heights High School
365 Boulevard
Hasbrouck Heights, NJ 07604

PREPARED BY: **Westchester Environmental, LLC**
1248 Wrights Lane
West Chester, PA 19380

CONTACT: **Philip A Conteh**
C: 267-235-5204 / O: 610-431-7545
info@westchesterenvironmental.com

Westchester Environmental (WCE) appreciates the opportunity to present this proposal for TEM Asbestos Final Air Clearances after non-friable removal of floor tiles from the hallway by the elevator at the Hasbrouck Heights High School.

WCE is licensed by the State of New Jersey Department of Community Affairs (NJDC) as an Asbestos Safety Control Monitoring Firm and our personnel have been providing these services since 1990. We have a highly competent and experienced team of inspectors and Asbestos Safety Technicians and can provide our clients high quality service at a very competitive price. Complete details of all the services that we can provide can be found on our website: www.westchesterenvironmental.com.



Estimated Project Costs

The estimated cost for TEM sampling at Hasbrouck Heights High School is: **\$1,900.00**

This includes:

- Technician fee and all other associated travel costs
- Collection & analysis of five TEM samples.
- Report

Payment Terms: Standard Westchester Environmental Terms and Conditions are attached as part of this proposal.

Respectfully submitted,

Westchester Environmental LLC

A handwritten signature in black ink, appearing to read 'Philip Conteh', is written over a horizontal line.

Philip Conteh
Environmental Engineer

APPROVED:

Signed: _____

Name: _____

Title: _____

Date: _____

PO # _____



WESTCHESTER ENVIRONMENTAL LLC. STANDARD TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT.** Westchester Environmental LLC's ("Consultant") services are limited to those specifically noted in the attached agreement, proposal or purchase order ("Proposal"). The Proposal, these Standard Terms and Conditions, which are an integral part of the Proposal, and any other documents incorporated into the Proposal by specific reference, constitute the entire agreement ("Agreement") between Consultant and the undersigned customer ("Customer"), and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of the Agreement.
2. **RELATIONSHIP OF THE PARTIES.** In providing services to Customer, Consultant will act in the capacity of an independent contractor, and nothing in the Agreement shall be construed to create a partnership, agency, joint venture, or any other relationship between the parties.
3. **WARRANTIES AND GUARANTEES.** Consultant makes no warranty or guarantee, either expressed or implied, with respect to the services provided pursuant to the Agreement. Consultant will provide the services using the same standard of care as that of any similar services provider doing similar work in the same area at the same time under similar conditions for the same purpose.
4. **LIMITATION OF LIABILITY.** Consultant's maximum liability relating to any services rendered pursuant to the Agreement (regardless of the form of action, whether in contract, negligence or otherwise) shall be limited to the charges paid to Consultant for the portion of its services giving rise to liability. In no event shall Consultant be liable for consequential, special, incidental or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if Consultant has been advised of their possible existence.
5. **INDEMNIFICATION.** Customer shall defend, indemnify and hold harmless Consultant (including its past, present or future personnel) from liability for claims, demands, and suits for damages for personal injuries or death and property loss or damage caused solely by the negligent acts or omissions or willful misconduct of Customer or Customer's agents, representatives or employees.
6. **CHANGES AND CONFLICTS.** Customer may, upon written notice to Consultant, ask Consultant to change the scope of the services described in the Proposal. If Consultant agrees to such change, Consultant will provide Customer with a written amendment to the Proposal describing the change and any effect of the change on the project schedule or cost. If Customer accepts the amendment, it will automatically become a part of this Agreement. In the event of any conflict between the Proposal and these Standard Terms and Conditions, these Standard Terms and Conditions shall govern and control.
7. **FORCE MAJEURE.** Consultant will not be responsible for delays attributable to: acts of God, Customer, or third parties; weather; intervention of governmental authorities; work stoppages; changes in applicable laws and regulations after the effective date of the Agreement; or any other acts, omissions or events beyond the reasonable control of Consultant.
8. **CITATION AND REFERENCE.** Customer agrees to allow Consultant to use Customer's name and a brief description of the services provided in advertisements, marketing materials, and statements of Consultant's qualifications and experience. Consultant will not provide detailed information or the name of a contact person for use as a reference without first obtaining Customer's approval.
9. **COMPENSATION AND PAYMENT.** Customer will pay Consultant for services rendered in the amount specified in the Proposal. Unless otherwise indicated, payments are due within 30 calendar days after the date of the invoice. Interest at 1.5 percent per month will be due for all unpaid balances beyond 30 days of the invoice date.
10. **GOVERNING LAW.** The Agreement between the parties and their rights and obligations there under shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.



PROPOSAL

July 25, 2023

Proposal # HUN23-003-25

Hasbrouck Heights
379 Boulevard
Hasbrouck Heights, New Jersey 07604
Gerasimos Mihalitsianos
mihalitsianosger@hhschools.org
Tel: 551-404-0561

Ref: Hasbrouck Heights HS Hallway Floor Tile Abatement (HCESC-Ser-22-15)

Dear Mr. Mihalitsianos ,

Thank you for the opportunity to provide you with this proposal to perform the work on the above referenced project. After Investigation, this is our scope of work.

SCOPE:

1. Abatement of double layer mastic approx. 400SF located in the hallway between cafeteria and elevator.
2. Electrician to hook up the panel to source.

Price:

\$7,000.00
Seven Thousand Dollars and Zero Cents

NOTES AND CONDITIONS:

1. All work to be performed in compliance with federal and state regulations.



INSURANCE:

General Liability Insurance - \$5,000,000
Automobile Liability Insurance - \$1,000,000
Workers Compensation Insurance - \$1,000,000

PAYMENT TERMS:

Payment is due net thirty (30) days from date of the invoices billing date. Late Charge: Any past due balance shall accrue a late penalty of one and one half (1 ½) percent of the delinquent balance per month, due on the first day of delinquency.

If any action or any arbitration proceedings is commenced by either party hereto against the other with respect to any claim arising or alleged to arise under, out of or in connection with this proposal contract, the prevailing party in such action or arbitration shall be entitled to recover reasonable attorney's fee and related expenses.

ACCEPTANCE OF PROPOSAL:

OWNER:

Signature Date

Michael B Solakov

Michael B Solakov 07/25/2023

Signature Date