

**Board of Education of the Vocational Schools
in the County of Bergen
Regular Meeting**

**Board Auditorium
540 Farview Avenue
Paramus, New Jersey 07652**

August 8, 2023

Agenda

#	<u>ADMINISTRATION RESOLUTIONS</u>
24-A-01T	Approval - First Reading - Board of Education Policies/Regulation
24-A-02T	Approval - Professional Development Providers and Services 2023-2024 School Year
24-A-03T	Appointment of Board Attorney – Various
	<u>PERSONNEL RESOLUTIONS</u>
24-P-01T	Approval - 2023–2024 - Staff Appointments
24-P-02T	Approval - 2023-2024 Appointments Extra Duty/Extra Pay Positions Approval - 2023-2024 Other Hourly Appointments
	<u>FINANCE RESOLUTIONS</u>
24-F-01T	Transfer of Contract to Provide Lawn Maintenance Services – Paramus Tech Campus, For the Remaining Time Period
24-F-02T	Revision/Correction to Resolution 23-F-206T: Resolution – Approval of Settlement
24-F-03T	Automatic Transfer Switch Relocation & Emergency Power Analysis at The Bergen County Technical Schools Teterboro Campus <u>Vendor: T&M</u>
24-F-04T	Award of Contracts to Provide Non-Scheduled Pupil Transportation Services for BCTS, Commencing September 1, 2023 To August 31, 2024, With the Option to Renew

ADMINISTRATION

24-A-01T APPROVAL - FIRST READING —BOARD OF EDUCATION POLICIES/REGULATION

RESOLUTION

BE IT RESOLVED, that the Board of Education discuss and entertain public comment on the following **attached** proposed Board of Education policies/regulations and agrees to consider adoption of the policy at its next meeting after hearing public comments:

FIRST READING

Section 2000 – Program

2419M School Threat Assessment Teams

24-A-02T APPROVAL — PROFESSIONAL DEVELOPMENT PROVIDERS AND SERVICES 2023-2024 SCHOOL YEAR

RESOLUTION

WHEREAS, the district requires specialized services of various individuals to satisfy educational and business requirements;

BE IT RESOLVED, that the Board of Education confirms the following providers:

NAME	SERVICE	RATE	DATE
CourseKey	Provide Educational Software Subscription for the Paramus Campus.	\$7,704.00	2023-2024 School Year
BCA	BCA-Expo 2024 Science Fair will be held at BCA. This Science Fair will Serve as the Qualifying Round for Students to Attend the International Science and Engineering Fair (ISEF).	No Cost	March/April 2024
BCA	BCA-BergenSci Challenge will be held at BCA. This Middle School Science Fair is Affiliated with the Society for Science and ThermoFisher Scientific Young Innovators Challenge and will Serve as the Qualifying Round for Students to Attend the National Competition.	No Cost	May/June 2024
Marsha Trattner	Provide Three Initial Units of Freshman Welding Curriculum for the Career Innovation High School	\$1,000.00	9/30/23

Certiport, A Pearson Vue Business	Provide 500 Licenses for the Adobe Pro Site to enable Student Certifications at our Teterboro Campus.	\$2,500.00	2023-2024 School Year
Bret Keuhner	Provide Consultation and Course Curriculum Development to the Technology Department	\$5,000.00	2023-2024 School Year
Mike Moskowitz	Provide Consultation and Course Development to the Technology Department	\$20,000.00	2023-2024 School Year
Bryan Murphy	Modify your Mindset 60 Minute Presentations	\$2,000.00	10/19/23
Teacher Synergy LLC, P.O. Box	Provide Up to 20 Users 75 Resource Licenses Per Year + Easel +Flex Catalog (Math and Science Differentiated Materials for the Paramus Campus)	\$1,775.00	1/4/24-1/3/25 2023-2024 School Year
BCTHS – Teterboro	Counseling Department Host a College Fair at the Teterboro Campus. 25-30 College Admissions Representatives for 11th and 12th Graders.	No Cost	9/19/23
Headspace	Provide 12 Month University Program with Service Directly through Headspace for Student Accounts.	\$6,144.60	9/16/23-9/15/2024
Maria Pepe	Provide Occupational ESL Services under our WLL Program at the Bergen Job Center. Part-time Flexible Schedule no more than 20 hours per week.	\$40.00 per hour for 52 weeks total \$41,600.00	7/1/23-6/30/24
Beyond Booksmart	Provide Three (3) Ninety Minute Virtual Professional Development Workshops for Staff Titled, “Improving Student’s Executive Functioning.”	\$4,500.00	Teterboro 10/31/23 Academies 11/13/23 Paramus 1/19/24
Liminex, Inc. dba Go Guardian	Provide a Renewal Edulastic Enterprise Digital Subscription for an Interactive Platform Connecting Teachers and Students.	\$4,000.00	10/1/23-9/30/24
Dr. Julene S. Reed	Provide a One 90 Minute Virtual Professional Learning Event on “Virtual AI/ChatGPT Workshop”	\$1,000.00 Funded by Title IIA Grant	10/9/23

23-A-03T

APPOINTMENT OF BOARD ATTORNEY – Various

WHEREAS on July 5, 2023 the Board of Education of the Vocational Schools in the County of Bergen (hereinafter “Board” or “BCTS”) solicited Requests for Qualifications for the position of Board Attorney under the “New Jersey Pay-to-Play” Law, P.L. 2005 c.271 N.J.S.A. 40A:11-51; and

WHEREAS the term of appointment for the winning respondent shall end on October 31, 2023 or until such time as the Board shall reorganize or pass a resolution approving a new board attorney; and

WHEREAS five firms responded to the request for qualifications that were reviewed by the selection committee; and

WHEREAS Board Resolution 23-F-150T approved on March 28, 2023 limits the amount the Board can spend on ALL legal services to \$300,000.00 for school year 2023-2024

NOW THEREFORE BE IT RESOLVED that upon the recommendation of selection committee, the Board of Education appoints the following to serve as Board Attorney:

1. Cleary, Giacobbe, Alfieri, Jacobs LLC
2. Nowell PA

BE IT FURTHER RESOLVED that such appointment shall take effect immediately upon approval by resolution of the Board for the period ending on October 31, 2023 or until such time as the Board shall reorganize; and

BE IT FURTHER RESOLVED that in accordance with Board Resolution 23-F-150T, all Board legal services shall not exceed \$300,000.00 for school year 2023-2024; and

BE IT FURTHER RESOLVED that the Board Secretary take such action as to effectuate this resolution.

POLICIES

FIRST READING

- ☒ **BERGEN COUNTY TECHNICAL SCHOOLS**
- ☒ **BERGEN COUNTY SPECIAL SERVICES**

POLICY

Section: **PROGRAM**
Number: **2419M**

Title: SCHOOL THREAT ASSESSMENT TEAMS

The Board of Education shall establish a threat assessment team at each school in the district pursuant to N.J.S.A. 18A:17-43.4. The purpose of a threat assessment team shall be to provide school teachers, administrators, and other staff with assistance in identifying students of concern, assessing those students' risk for engaging in violence or other harmful activities, and delivering intervention strategies to manage the risk of harm for students who pose a potential safety risk, to prevent targeted violence in the school, and ensure a safe and secure school environment that enhances the learning experience for all members of the school community.

Threat assessment teams established pursuant to N.J.S.A. 18A:17-43.4.a. and this Policy shall be multidisciplinary in membership and, to the extent possible, shall include the following individuals:

1. A school psychologist, school counselor, school social worker, or other school employee with expertise in student counseling;
2. A teaching staff member;
3. A school Principal or other senior school administrator;
4. A safe schools resource officer or school employee who serves as a school liaison to law enforcement; and
5. The school safety specialist designated pursuant to N.J.S.A. 18A:17-43.3. and Policy 7440, in the event the school safety specialist is not already a school administrator or school employee required to be a part of the threat assessment team pursuant to N.J.S.A. 18A:17-43.4.b(5).

Additional school employees may serve as regular members of the threat assessment team or may be consulted during the threat assessment process, as determined to be appropriate by the team.

Nothing contained in N.J.S.A. 18A:17-43.4 shall be construed as affecting the provisions of any collective bargaining agreement or individual contract of employment in effect on the effective date of N.J.S.A. 18A:14-43.4 (August 1, 2022).

This Policy, required pursuant to N.J.S.A. 18A:17-43.4, shall be aligned with guidelines developed by the New Jersey Department of Education (NJDOE) pursuant to N.J.S.A. 18A:17-43.6 and shall include, but need not be limited to:

1. Guidance for students, teaching staff members, and all school staff members regarding the recognition of threatening or aberrant behavior in a student that may represent a threat to the school community;
2. The designation of members of the school community to whom threatening behavior shall be reported;
3. The development and implementation of policies concerning the assessment and intervention of students whose behavior poses a threat to the safety of the school community, and appropriate actions to be taken, including available social, developmental, and law enforcement resources, for students whose behavior is identified as posing a threat to the safety of the school community;
4. Coordination and consultation with the school safety specialist designated pursuant to N.J.S.A. 18A:17-43.3. and Policy 7440; and
5. The threat assessment team shall not disclose or disseminate any information obtained during their assessment beyond the purpose for which the information was provided to the threat assessment team, except that the threat assessment team is authorized to disclose the information to applicable agencies to pursue appropriate action pursuant to N.J.S.A. 18A:17-43.5.a.(3) for any student whose behavior is identified as posing a threat to the safety of the school community.

When assessing a student whose behavior may pose a threat to the safety of the school community, in the case of a student with an Individualized Education Program (IEP) or 504 Plan, the threat assessment team shall consult with the IEP team or 504 team to determine whether the aberrant behavior is a threat to school safety and is being properly addressed in a manner that is required by N.J.A.C. 6A:14 and all Federal and State special education laws.

Each member of the threat assessment team shall participate in training provided by the school safety specialist designated pursuant to N.J.S.A. 18A:17-43.3. and Policy 7440 that is consistent with the guidelines developed by the NJDOE pursuant to N.J.S.A. 18A:17-43.6. The training shall ensure the threat assessment team is able to accurately assess student behavior and to ensure that threat assessment teams do not have a disparate impact on students based on their race, ethnicity, homelessness status, religious belief, gender, gender identity, sexual orientation, or socioeconomic status. The training shall, at a minimum, include training on adverse childhood experiences, childhood trauma, cultural competency, and implicit bias.

The NJDOE, in consultation with State law enforcement agencies and the New Jersey Office of Homeland Security and Preparedness, shall develop guidelines for school districts regarding the establishment and training of threat assessment teams pursuant to N.J.S.A. 18A:17-43.4 et seq. The NJDOE shall provide training through the New Jersey School Safety Specialist Academy established pursuant to N.J.S.A. 18A:17-43.2. The school safety specialist designated pursuant to N.J.S.A. 18A:17-43.3. and Policy 7440 shall provide training to school staff consistent with the training and guidelines provided by the NJDOE.

Legal References: *N.J.S.A. 18A:17-43.3; 18A:17-43.4; 18A:17-43.5;
 18A:17-43.6*

Adopted (BCTS):

Adopted (BCSS):

PERSONNEL

24-P-01T APPROVAL—2023–2024 – STAFF APPOINTMENTS

RESOLUTION

WHEREAS, the Superintendent, after considering the recommendations of his administrative staff which included consideration of the experience, credentials, and references for the following candidates for employment in the school district, and for status reclassifications of current personnel in district, has determined that the appointments of these individuals is appropriate and in the best interest of the school district, and

BE IT RESOLVED, that the following individual(s) be appointed to the positions indicated, as provided by the budget, in accord with the terms of employment specified:

Note: Appointment of new personnel to the District is provisional subject to:

1. Authorization from the State Department regarding a criminal background check and/or authorization from the Bergen County Superintendent's Office for emergent hiring.
2. A medical examination including satisfactory results of the Mantoux tuberculin skin test.

Key: Staff:

N – New R - Replacement RI – Reinstatement T - Temporary

Schools/Locations:

ADULTAdult Education, Hackensack
ATHSApplied Technical High School (BCC), Paramus
BCABergen County Academies, Hackensack
BCDCCBergen County Day Care Center, Hackensack
BCSSBergen County Special Services
BCTECBergen County Technical Education Center, Paramus
BCTHSBergen County Technical High School, Teterboro
BCVHSBergen County Vocational High School, Paramus
BOCCBergen One-Stop Career Center, Hackensack
NVRHSInstitute for Interactive Design, Demarest/Old Tappan

CERTIFICATED

<u>NAME</u>	<u>POSITION</u>	<u>SCHOOL/LOCATION</u>
Serra, Noelle (R)	District Supervisor	DISTRICT, 540 Farview

CERTIFICATION:

Standard: Supervisor

Salary: \$107,500. per annum pro rata

Effective: 09/19/23 to 06/30/24

Note: Replacement for staff who resigned

NON-CERTIFICATED

<u>NAME</u>	<u>POSITION</u>	<u>SCHOOL/LOCATION</u>
Prendergast, Tanya (R)	Administrative Systems Specialist	DISTRICT, 540 Farview

Salary: \$70,000. per annum pro rata

Effective: 08/21/23 to 06/30/24

Note: Replacement for staff who was promoted

BE IT FURTHER RESOLVED, that the Board Secretary shall give notice to the above-named individuals as soon as is practicable.

24-P-02T APPROVAL— 2023-2024 APPOINTMENTS
EXTRA DUTY/EXTRA PAY POSITIONS
APPROVAL— 2023-2024 OTHER HOURLY APPOINTMENTS

RESOLUTION

BE IT RESOLVED, that the following individuals be appointed/confirmed to the Extra Duty/Extra Pay positions, as provided by the budget, as indicated in accord with the rates and dates specified:

EXTRA DUTY/EXTRA PAY SY 2023-2024

ATHLETICS - DISTRICT

<u>Assignment</u>	Recommended Staff		2023-24**
	<u>Last Name</u>	<u>First Name</u>	<u>Amount</u>
Football Assistant Coach	Silano	Nicholas	\$8,293
Football Assistant Coach	Buchmuller	Ryan	\$8,293

**Pending settlement of Teacher's contract

BCTS FINANCE RESOLUTIONS

August 8, 2023 Special BoE Meeting @ 5:00 p.m.

24-F-001T TRANSFER OF CONTRACT TO PROVIDE LAWN MAINTENANCE SERVICES – PARAMUS TECH CAMPUS, FOR THE REMAINING TIME PERIOD

BID #22-PC12
#79-BCTSC

Resolution

WHEREAS, the Board of Education awarded the contract on March 29, 2022 (Resolution #22-F-143-T) to Provide Lawn Maintenance Services for the Paramus Tech Campus, Commencing April 1, 2022, for a Two-Year Period, with the Option to Renew, and

WHEREAS, North Jersey Landcare Services LLC, Moonachie, NJ has been acquired by Riverview Companies North Jersey LLC d/b/a North Jersey Landcare Services, Moonachie, NJ, and

WHEREAS, Riverview Companies North Jersey LLC d/b/a North Jersey Landcare Services has agreed to the terms and conditions of the existing contract and has provided all of the necessary documentation to continue servicing the District,

NOW THEREFORE BE IT RESOLVED that the Board of Education confirms the action of the Business Administrator to transfer the contract from North Jersey Landcare Services LLC to Riverview Companies North Jersey LLC d/b/a North Jersey Landcare Services,

BE IT FURTHER RESOLVED, that all terms and conditions of the original contract remain unchanged.

**Paramus Tech Campus
Table B**

	2023
September	\$ 3,500.00 /month
October	\$ 3,500.00 /month
November	\$ 7,878.00 /month
December	\$ 700.00 /visit
-----	Total: \$ 15,578.00

As Needed:

Herbicide Application	N/C linear foot
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JS/DT/jd/kk

24-F-002T REVISION/CORRECTION TO RESOLUTION 23-F-206T: RESOLUTION – APPROVAL OF SETTLEMENT

Resolution

WHEREAS on May 23, 2023 the Board of Education of the Vocational School District in the County of Bergen (hereinafter “BCTS” or “Board”) approved a settlement agreement via resolution 23-F-206T which incorrectly listed the parties to the settlement; and

WHEREAS Board resolution 23-F-206T incorrectly listed Wayne Board of Education as a party to the settlement; and

WHEREAS Lyndhurst Board of Education is the true party to the settlement agreement

NOW THEREFORE BE IT RESOLVED that the Board approves the revision to resolution 23-F-206T to correctly state that the Lyndhurst Board of Education is party to the settlement agreement and the directs the Board Secretary to make the necessary changes to reflect this revision.

JS/kk

**24-F-003T AUTOMATIC TRANSFER SWITCH RELOCATION & EMERGENCY POWER ANALYSIS
AT THE BERGEN COUNTY TECHNICAL SCHOOLS TETERBORO CAMPUS
VENDOR: T&M**

Resolution

WHEREAS, the District is interested in relocating an existing Automatic Transfer Switch (ATS) at the Teterboro Campus in order to comply with the FEMA 500-year Flood Level; and

WHEREAS BCTS wishes to relocate the existing emergency lighting circuits and fire alarm circuits from an old 60kW generator to a newer 130kW generator, and

WHEREAS, in order to determine if the District is able to relocate circuits to the newer generator, T&M proposes to perform an emergency power analysis in conjunction with an electrician hired by BCTS to meter the emergency electrical panel boards, and

WHEREAS, T&M will review the findings of the power analysis and provide the District with recommendations, and

WHEREAS, all professional services described in Scope of Services items will be compensated by the Lump Sum Fee indicated below.

Task	Description	Lump Sum Fee
I	Design Services	
	Automatic Transfer Switch Relocation	\$13,200
	Emergency Power Analysis	\$12,000
II	Construction Administration	
	Automatic Transfer Switch Relocation	\$5,200
	Emergency Power Analysis	\$5,100

NOW THEREFORE BE IT RESOLVED, based on the recommendation of the Business Administrator, the Board of Education confirms the action of the Business Administrator and approves the engineering services provided by T&M Associates in Toms River, New Jersey, NJ for the fees listed above.

JS/kk

Attachment—Proposal

**24-F-004T AWARD OF CONTRACTS TO PROVIDE NON-SCHEDULED PUPIL TRANSPORTATION SERVICES FOR BCTS, COMMENCING SEPTEMBER 1, 2023 TO AUGUST 31, 2024, WITH THE OPTION TO RENEW
VENDORS: VARIOUS**

BID #24-PC5R
State ID #79-BCTSC

Resolution

WHEREAS, the Board of Education, pursuant to N.J.S.A. 18A-18A-1 et seq. advertised for sealed bids to Provide Non-Scheduled Pupil Transportation Services for BCTSC, Commencing September 1, 2023 to August 31, 2024, Or Date of Award, with the Option to Renew, and

WHEREAS, 18A:18A-22(d) allows a Board of Education to reject bids received if the Board of Education wants to substantially revise the specifications for the goods or services, and

WHEREAS, on the first bidding attempt it was determined that the bid specifications needed to be substantially revised, and

WHEREAS, upon rebid, in accordance with the advertisement, four (4) companies submitted bids and were received, publicly opened and read aloud in the Board of Education office on August 4, 2023,

NOW THEREFORE BE IT RESOLVED, after review by the Purchasing Department, and based on the recommendation of the Transportation Manager, the Board of Education awards the contracts as follows:

Part A

John Leckie Inc., Hackensack, NJ

-----	School Bus - 54 Passenger
<u>North</u>	\$ 247.99 / bus
<u>Central</u>	\$ 247.99 / bus
<u>South</u>	\$ 247.99 / bus

Part B

First Student, Inc., Englewood, NJ

Category 1: 2 Hours or Less	
Peak Hours	School Bus - 54 Passenger
2 Hour Rate (and under)	\$ 300.00
Overtime Rate (Price Per 15-Minute Increments)	\$ 25.00 / 15 min

Category 1: 2 Hours or Less	
Off-Peak Hours	School Bus - 54 Passenger
2 Hours and Under	\$ 250.00
Overtime Rate (Price Per 15-Minute Increments)	\$ 25.00 / 15 min

Category 3: Drop-Off and Pick-Up Only (25-Mile Radius)		
Peak Hours	School Bus 54 Passenger	(New York City) School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 250.00	\$ 325.00
<u>Pick-Up</u>	\$ 250.00	\$ 325.00

Category 3: Drop-Off and Pick-Up Only (25-Mile Radius)		
Off-Peak Hours	School Bus 54 Passenger	(New York City) School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 200.00	\$ 275.00
<u>Pick-Up</u>	\$ 200.00	\$ 275.00

Category 4: Drop-Off and Pick-Up Only (25-50 Mile Radius)	
Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 350.00
<u>Pick-Up</u>	\$ 350.00

Category 4: Drop-Off and Pick-Up Only (25-50 Mile Radius)	
Off-Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 300.00
<u>Pick-Up</u>	\$ 300.00

Category 5: Drop-Off and/or Pick-Up Only JFK & LaGuardia Airport	
Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 540.00
<u>Pick-Up</u>	\$ 540.00

Category 5: Drop-Off and/or Pick-Up Only JFK & LaGuardia Airport	
Off-Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 540.00
<u>Pick-Up</u>	\$ 540.00

Category 6: Drop-Off and/or Pick-Up Newark Airport	
Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 400.00
<u>Pick-Up</u>	\$ 400.00

Category 6: Drop-Off and/or Pick-Up Newark Airport	
Off-Peak Hours	School Bus - 54 Passenger
<u>Drop-Off</u>	\$ 400.00
<u>Pick-Up</u>	\$ 400.00

Cancellation Fee: \$ 250.00

Be it Further Resolved that the Board of Education will not award Category 2, Overnight Travel, since it is not utilized on a regular basis.

JS/DT/jd/kk



YOUR GOALS. OUR MISSION.

BCTSOH-17018

June 29, 2022

Mr. John Susino
Business Administrator/Board Secretary
Bergen County Technical Schools
540 Fairview Avenue, Room 2300
Paramus, New Jersey 07652

**RE: BERGEN COUNTY TECHNICAL SCHOOLS
ATS RELOCATION & EMERGENCY POWER ANALYSIS
PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES**

Dear Mr. Susino:

We are pleased to submit this Proposal for Professional Electrical Engineering Services for the ATS Relocation & Emergency Power Analysis at the Bergen County Technical Schools (BCTS) Teterboro Campus.

PROJECT UNDERSTANDING

The School District is interested in relocating the automatic transfer switch and performing an emergency power analysis at the BCTS Teterboro Campus. The following projects will be bid and constructed separately to ensure the automatic transfer switch relocation can be completed prior to the FEMA deadline.

Project 1: ATS Relocation

The School District is interested in relocating an existing Automatic Transfer Switch (ATS) in order to comply with the FEMA 500 year Flood Level. The existing 200A ATS is served by an existing 130kW generator that serves the buildings boilers via Panel EDP-1. We anticipate relocating the ATS to the roof mounted on kindorf. We will also coordinate with Facilities and Grounds to confirm exact location on the roof.

Project 2: Emergency Power Analysis

The School District is interested in relocating the existing emergency lighting circuits and fire alarm circuits from the existing 60kW generator to the existing 130kW generator. We anticipate that BCTS will engage an electrician to meter the emergency electrical panelboards. The results will be provided to our engineers for review, and we will meet with BCTS to discuss our findings and recommendations. Our engineers will then prepare a design for the relocation of these loads.

We are assuming that this project will not be publicly bid and have therefore excluded bidding services.

More specifically, we will provide the following services.



SCOPE OF SERVICES

I. DESIGN SERVICES

- A. Attend one (1) virtual preproposal conference with the Owner prior to commencing design.
- B. Site visit(s) as required to document the existing electrical systems are they relate to this project.
- C. Preparation of AutoCAD backgrounds for use in preparing our design.
- D. Design of the relocation of the ATS and associated conduit.
- E. Review of metering data for panel EDP-1 and providing recommendations for which loads to be swung over from the 60kW generator to panel EDP-1.
- F. Preparation of construction documents with specifications in drawing sheet format.
- G. Preparation of a construction cost estimate.
- H. Attendance at a virtual meeting with the School District to review the 90% construction documents and cost estimate.
- I. Miscellaneous telephone calls and correspondence.
- J. Preparation of required deliverables.
- K. Submission of documents for New Jersey Department of Education (NJDOE) approval.
- L. Submission of documents for and respond to review comments from the Authority Having Jurisdiction (AHJ). Please note that we anticipate this will be submitted for local review. If submission to the New Jersey Department of Community Affairs (DCA) is required, it will be an additional service.

II. CONSTRUCTION ADMINISTRATION

- A. Attendance at a preconstruction meeting with the Contractor and School District.
- B. Shop drawing submittal review of systems designed.
- C. Respond to contractor's requests for information (RFI's) during construction.
- D. Review of contractor's payment applications.
- E. Perform five (5) site visits/inspections during construction to observe general progress of work.
- F. Perform a final punch list inspection at project completion.

INFORMATION TO BE PROVIDED BY THE CLIENT/OWNER

- 1. Access to the site, as and when required.
- 2. Required application and permit fees.

EXCLUSIONS/ASSUMPTIONS

The indicated fee is based upon the following items being excluded from our Scope of Work. Note that should these services be requested, we will be pleased to provide them as additional services for either lump sum fees or on a time and material basis in accordance with the attached Schedule of Hourly Billing Rates.



1. Mechanical, Plumbing, Fire Protection, Site/Civil, Structural, Environmental, Architectural, Construction Management, and Commissioning engineering services, if required are not included.
2. Electrical metering of electrical emergency panelboards.
3. Value Engineering to redesign the project to reduce the construction cost is not included.
4. Hazardous Material Investigation/Mitigation Services.
5. Rebidding services are not included.
6. Design of off-site improvements.
7. Preparation of plans and documents for agencies and permit approvals other than those specifically listed.
8. Construction documents will be prepared utilizing the latest version of AutoCAD. Incorporating our design in a Building Information Model (BIM) is not included.
9. Preparation of as-built documents at construction completion is not included. However, we will specify that the installing contractor is responsible for as-built documentation in our design.
10. Services not specifically listed are not included.



SCHEDULE OF FEES

All professional services described in Scope of Services items shown below will be compensated by the Lump Sum Fees indicated below.

TASK	DESCRIPTION	LUMP SUM FEE
I	DESIGN SERVICES	
	Automatic Transfer Switch Relocation	\$13,200
	Emergency Power Analysis	\$12,000
III	CONSTRUCTION ADMINISTRATION	
	Automatic Transfer Switch Relocation	\$5,200
	Emergency Power Analysis	\$5,100
TOTAL		\$35,500

Our Fee includes all necessary services, as defined and/or excluded. All professional services identified in the Scope of Services will be invoiced in accordance with the attached Standard Terms and Conditions of Professional Services. Should additional services be required by the Owner, outside the scope as identified above, T&M will provide a subsequent proposal.



We thank you for the opportunity to submit this proposal, and we look forward to working with you on this project. Should you have any questions or require additional information, please do not hesitate to contact me at 732.473.3400 or edasti@tandmassociates.com.

Very truly yours,

T&M ASSOCIATES

M. ELAINE DASTI, PE
VICE PRESIDENT
MEP COMPANY PRACTICE LEADER

Enclosures: Standard Terms & Conditions of Professional Services

The undersigned has read, understood and hereby accepts this proposal.

JOHN SUSINO, BUSINESS ADMINISTRATOR
BERGEN COUNTY TECHNICAL SCHOOLS

DATE



STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (*the "Services"*). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (*the "Additional Services"*) and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **BILLING RATES.** Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **REIMBURSABLE EXPENSES.** Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **INVOICES.** T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **SUSPENSION OF SERVICES.** Once a payment is **PAST DUE**, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is **PAST DUE**, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services caused by the Client's breach of this Agreement.
- e. **TERMINATION.** Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **FEE DURATION & ANNUAL ADJUSTMENT.** The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and the Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorneys' fees and costs, arising out of such reuse by the Client or by others acting through the Client.

5. CONFIDENTIALITY.

All information that the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project that the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) in the event that withholding such information could create risk of significant harm to the public. Information that is in the public domain, that is provided to T & M by third parties is not considered confidential. Any information that is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Pursuant to T&M's company retention policy, both Parties shall retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry but do not represent, warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for construction, competitive bidding, markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors and their respective subs, agents or employees, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the surface of the ground are encountered that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

The Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall

obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter collectively the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing. The Client shall waive any claim against T&M and agrees to indemnify, defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.

10. HAZARDOUS CONDITIONS.

It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. T&M shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client, so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities. The Client waives any claim against T&M and agrees to defend, indemnify and save T&M harmless from any claim or liability arising from the conditions or notifications of conditions at the site.

11. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to,

delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

12. CONSEQUENTIAL DAMAGES.

In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.

13. INSURANCE.

- a. **LIMITS.** T&M shall maintain for the term of this project the following types of insurance and minimum limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION.** Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or other, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

14. INDEMNIFICATION.

T&M agrees, subject to the provisions contained herein, to indemnify the Client, and the Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. T&M's obligation to indemnify and hold harmless the Client and its officers, directors, and employees does not include a duty to defend. This indemnification provision is subject to and limited by the provisions agreed to by the Client and T&M in the "Limitations of Liability" section of these Standard Terms and Conditions.

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

15. LIMITATION OF LIABILITY.

The Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to the total sum of \$50,000.00 or T&M's total fee for Services rendered on this Project, whichever is less. The Client hereby releases T&M from any liability above such amount. The Client waives such claims and causes including, but not limited to, negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, and breach of contract or breach of warranty.

16. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

17. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

18. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

19. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

20. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits. Any and all claims and / or causes of action between the Parties arising out of or relating to this Agreement may be brought by either Party within eight (8) years of substantial completion of the Project or termination of this Agreement, whichever is sooner.

21. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

22. SURVIVAL.

The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.

23. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

24. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal / Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization whatsoever, verbal or written, for the commencement of T&M's Services or any Additional Services, or any portions thereof, prior to the Client's execution of this Agreement, these terms and conditions, including terms of payment herein, shall govern the Services performed by T&M pursuant to the Project and shall be binding upon the Parties. To the extent the Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the Parties. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.