

EMPLOYEE BENEFIT TRUST OF EASTERN PENNSYLVANIA

MEDICAL APPEAL PROCEDURES

I. INTRODUCTION

The following procedures apply to the medical plans of LEA's which are members of the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) which have adopted these procedures to amend their medical plans by Board Resolution. These appeal procedures will apply except in the case of plans which have a separate pharmacy provider, in which case the appeal provisions of the pharmacy provider shall be followed.

It is the intent of these procedures to conform to the requirements of the Affordable Care Act and applicable regulations. Further, these procedures shall apply to both grandfathered and non-grandfathered plans.

II. APPEAL PROCEDURE

- A participant shall receive an adverse benefit determination (ABD) if the claims administrator determines that there is a denial, reduction, termination of, or fails to provide or make a payment (in whole or in part) for a benefit; including if a denial, reduction, termination or failure to make a payment based on the determination of a participant's eligibility to participate in a plan. A rescission or a retroactive termination of coverage is considered an adverse benefit determination, even if there is no adverse effect on any particular benefit at the time.
- An ABD shall provide the following information:
 - Specific reasons for the denial;
 - The specific rule, guideline, protocol, or other similar criterion relied upon in making the decision or a statement or copy of the rule, guideline, protocol, or other similar criterion is available upon request;
 - An explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the participant's medical circumstances or a statement that such explanation will be provided free of charge upon request;
 - A description of any additional material or information needed to perfect the claim with an explanation of what is needed. This ABD is provided to the participant as an *initial benefit determination*.

- The participant may appeal the ABD by filing a written or oral request (an oral request in the case of an urgent care claim) with the claims administrator of the plan for the LEA within 180 days after the participant receives a notice of an ABD denying the initial claim for benefits. This appeal is known as the “internal appeal”. The participant will be able to submit written comments, documents, records, testimony, and other information relating to the claim for benefits (regardless of whether such information was considered in the initial claim for benefits) to the claims administrator for review and consideration. The participant will also be entitled to receive, upon request and free of charge, access to and copies of all documents, records and other information that is relevant to the appeal.
- The Claims Administrator Will Respond to This Internal Appeal Within the Following Time Periods:
 - *Post-Service Claim* – In the case of an appeal of a denied post-service claim, the claims administrator shall respond to participant within 60 days after receipt of the appeal unless it is necessary for the claims administrator to obtain additional information or the participant agrees to extend the time for the decision. The claims administrator may request an extension of 15 days due to matters beyond its control. The participant shall be afforded at least 45 days from receipt of a notice to submit information necessary to decide the claim to provide the specified information.
 - *Pre-Service Claim* – In the case of an appeal of a pre-service claim, the claims administrator shall respond to the participant with a decision within 30 days after receipt of the appeal unless it is necessary for the claims administrator to obtain additional information or the participant agrees to extend the time for the decision. The claims administrator may request an extension of 15 days due to matters beyond its control. The participant shall be afforded at least 45 days from receipt of a notice to submit information necessary to decide the claim to provide the specified information.
 - *Expedited Pre-Service Claim or Urgent Claim* – In the case of an appeal of an urgent care claim, the claims administrator shall respond to the participant with a decision within 72 hours after classification of the appeal as urgent.
 - *Concurrent Care Review Claim* – In the case of a concurrent care review claim, the claims administrator shall respond to the participant before the ongoing treatment in question is reduced or terminated.
- Further Appeal from Adverse Decision of Claim Administrator’s Internal Appeal to An Independent Review Organization (IRO) for Claims Concerning “Medical Judgment”*

* Questions of “medical judgment” involve the plan’s requirements for medical necessity, appropriateness, healthcare setting, level of care, or effectiveness of a covered benefit, or whether a service is experimental or investigational as determined by the external reviewer.

- If the claims administrator denies a claim involving medical judgment in whole or in part, the claims administrator will provide the participant with written notice of the denial (although the initial notice of a denied urgent care claim may be provided to the participant orally or via facsimile or other similar expeditious means of communication). The notice will provide the legally required information, and will also state that the participant shall file a further appeal by filing a written request for review by an Independent Review Organization (IRO) within four months of the date of the claims administrator's decision, if the participant desires to appeal the decision of the IRO.
 - A decision by an IRO concerning a medical judgment appeal shall be issued to the participant within 45 days of the date of the request for the appeal.
 - If the decision of the IRO is to deny the participant's appeal, the participant shall have the right to elect to have the EBTEP Board of Trustees review the IRO's denial. This right of appeal to the EBTEP Board of Trustees is an elective right and is not a required appeal. For this elective appeal, the participant shall provide a written request to have the EBTEP Board of Trustees review the IRO's decision within four months of the date of the decision. If the participant provides this notice to review the IRO's appeal at least 30 days before the next quarterly meeting of the Board of Trustees, the decision of the IRO shall be reviewed at the next quarterly board meeting of the Board of Trustees, and a decision shall be promptly provided to the participant and claims administrator within 30 days of the meeting of the Board of Trustees. If a participant's notice of appeal of the decision of the IRO is provided less than 30 days before the next quarterly meeting of the Board of Trustees, the appeal shall be reviewed at the Board of Trustees meeting in the following quarter and the written notice of the decision shall be provided to the participant within 30 days of the date of the meeting of the Board of Trustees. If the participant does not elect a further appeal to the EBTEP Board of Trustees for medical issues, the participant may seek other remedies available under state or federal law.
- Elective Appeal from Adverse Decision of Claim Administrator's Internal Appeal to EBTEP Board of Trustees Concerning Claims Involving "Non-Medical Judgment"
 - If the internal appeal decision of the claims administrator involves **non-medical judgment**, then the participant shall have the right to a further appeal to the EBTEP Board of Trustees. This right of appeal to the EBTEP Board of Trustees is an elective right and is not a required appeal. If the participant elects to have their non-medical claim reviewed by the EBTEP Board of Trustees, they shall submit their appeal in writing within four months of the date of receipt of the denial of their internal appeal. If the participant does not elect a further appeal to the EBTEP Board of Trustees for non-medical issues, the participant may seek other remedies available under state or federal law.
 - In the case of a further elective non-medical judgment appeal to the EBTEP Board of Trustees, the decision shall be made at the next quarterly board meeting of the Board of Trustees if the participant provides his/her notice of appeal at least

30 days before the next quarterly meeting of the Board of Trustees. If the appeal is provided less than 30 days before the next quarterly meeting of the Board of Trustees, the appeal shall be reviewed at the following quarterly meeting of the EBTEP Board of Trustees, and a decision shall be promptly provided to the participant and claims administrator within 30 days of the date of the meeting of the Board of Trustees.

- Remedies After Adverse Decision of EBTEP Board of Trustees

If the EBTEP Board of Trustees denies a participant's further elective non-medical appeal or if the EBTEP Board of Trustees denies a participant's elective appeal from a determination of the IRO, the participant shall receive a written notice of the denial which includes information required by law and also provides that the participant may seek other remedies available under state or federal law.

**RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE
EAST STROUDSBURG AREA SCHOOL DISTRICT TO ADOPT
MEDICAL APPEAL PROCEDURES**

The East Stroudsburg Area School District hereby amends its health plan(s), both those known as “grandfathered” and those known as “non-grandfathered” as defined under the Federal Patient Protection and Affordable Care Act (ACA) as follows:

Appeal provisions of its existing plan(s) are hereby terminated as of June 30, 2015 except as to those appeals made until June 30, 2015, and shall be replaced with the attached Medical Appeal Procedures as to all claim appeals occurring after July 1, 2015.

East Stroudsburg Area School District officials are hereby authorized to take any and all actions and to execute any and all documents necessary to implement this Resolution.

ATTEST:

Adopted this _____ day of _____,
2015.

Secretary, Board of School Directors

President, Board of School Directors

Waiver of Group Health Care Coverage & Notice of Special Enrollment Rights

East Stroudsburg Area School District

Please complete the following:

Employee Name: _____
(Last) (First) (M.I.)

Employee Number: _____
(ID, Social Security or employee #)

For the plan year effective ____ / ____ / ____ I am waiving coverage for:
(MM/ DD / YY)

Myself

Spouse

Dependent(s) – Please list names: _____

I am waiving coverage due to:

My preference not to have coverage

Coverage under my spouse's plan – name of carrier: _____

The other coverage is: Individual COBRA Medicare TRICARE (formerly CHAMPUS)
Medicaid Employer-Sponsored Group Plan
Other

Special Enrollment Notice and Certification

Please review and sign below if you wish to waive coverage

By signing below, I certify that I have been given an opportunity to apply for coverage for myself and my eligible dependents, if any. I am declining enrollment as indicated above. I understand that I am declining enrollment for myself or my eligible dependents (including my spouse) because of other health insurance or group health plan coverage, I may be able to enroll myself and my eligible dependents in this plan if I lose, or my eligible dependents lose, eligibility for that other coverage (or if the employer stops contributing towards my or my eligible dependents' other coverage).

I understand that I must request enrollment no more than 30 days after the date the other health plan coverage ends (or after the employer stops contributing toward the other coverage). If I do not do so, I will not be able to enroll until my employer's next annual open enrollment period.

In addition, I understand that if I have a newly eligible dependent as a result of marriage, birth, adoption or placement for adoption, I may be able to enroll myself and my eligible dependent(s). However, I must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

I understand that in order to request special enrollment or obtain more information, I should contact my HR administrator or Business Manager.

Signature of Employee

Date of Signature

RESOLUTION OF THE BOARD OF SCHOOL DIRECTORS OF THE EAST STROUDSBURG AREA SCHOOL DISTRICT

WHEREAS, the East Stroudsburg Area School District desires and intends to comply with the Employer's Responsibility Provisions of the Patient Protection and Affordable Care Act; and

WHEREAS, the East Stroudsburg Area School District desires and intends to adopt and by this Resolution document the adoption of a measurement period, administrative period, and stability period to meet the "safe-harbor" requirements of the ACA; and

WHEREAS, the purpose of the "measurement period" is to measure the average hours of worked by certain groups of employees; and

WHEREAS, the purpose of the "administrative period" is to give the employer an opportunity to identify "full-time" and "part-time" employees as defined by the ACA; and

WHEREAS, the "stability period" means the period during which the East Stroudsburg Area School District has certain rights and responsibilities under the ACA depending on whether or not an employee is identified as "full-time" or "part-time" according to the ACA; and

WHEREAS, it is proposed to adopt the schedule set forth below:

CALENDAR YEAR STABILITY PERIODS WITH MEASUREMENT PERIODS BEGINNING NOVEMBER 1, 2014

<u>Measurement Period</u>	<u>Administrative Period</u>	<u>Stability Period</u>
11/1/14 – 10/31/15	11/1/15 – 12/31/15	1/1/16 – 12/31/16
11/1/15 – 10/31/16	11/1/16 – 12/31/16	1/1/17 – 12/31/17
11/1/16 – 10/31/17	11/1/17 – 12/31/17	1/1/18 – 12/31/18

NOW, THEREFORE, the Board of School Directors hereby adopts and documents that the measurement period, administrative period and stability period schedule as set forth above shall continue for the same periods beyond December 31, 2018 unless modified by the Board as provided by ACA. The Board reserves the right to modify the measurement period, administrative period and stability period between now and December 31, 2018 in accordance with the provisions of the ACA. For purposes of measuring the average number of hours an employee must work to meet the "full-time" definition of a "full-time" employee under the ACA, the Board hereby adopts an average number of hours worked per month of 130.

This Resolution shall be effective immediately.

Passed this _____ day of _____, 2015.

Attest:

President, Board of School Directors

Secretary, Board of School Directors



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

August 20, 2015

Charles Goldston
88 Spangenburg Avenue
East Stroudsburg, PA 18301

Application is Review

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that all eligibility criteria have been met and the determination of financial need has been certified. Therefore, the applicant's application has been approved for the exemption of all real estate property taxes on the above listed property.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission.

Sincerely,

A handwritten signature in black ink, appearing to read "Cory Bender". The signature is written in a cursive style.

Cory Bender
Veterans' Service Officer Supervisor
Division of Programs and Services



pennsylvania

DEPARTMENT OF MILITARY
AND VETERANS AFFAIRS

August 20, 2015

Charles Goldston
88 Spangenburg Avenue
East Stroudsburg, PA 18301

Dear Charles Goldston:

It is with a great deal of pleasure that I have the privilege of informing you that your application for determination of financial need for exemption from certain real property taxes has been approved by the Pennsylvania State Veterans' Commission. If other prerequisites are met and approval is granted by your local taxing authority, this exemption will apply only to the building which serves as your principal dwelling and the land upon which it stands.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to you sometime prior to the due date for review.

IMPORTANT: MAIL A COPY OF THE ENCLOSED CERTIFICATION TO EACH OF THE FOLLOWING:

COPY 1: YOUR COUNTY TAX ASSESSMENT OFFICE

COPY 2: YOUR CITY OR TOWNSHIP TAX OFFICE

alberta

COPY 3: YOUR SCHOOL DISTRICT TAX OFFICE

"

COPY 4: YOUR FILE

For the Commission.

Sincerely,

Cory Bender
Veterans' Service Officer Supervisor
Division of Programs and Services
Enclosures (4)



**DISABLED VETERANS
REAL PROPERTY TAX EXEMPTION CERTIFICATION**

06-0-106573
197.03-02-82

July 17, 2015

William Van Dam
119 Plymouth Court
Bushkill, PA 18324

Application is New

The applicant listed above has applied to the Pennsylvania State Veterans' Commission for Real Estate Tax Exemption. The State Veterans' Commission has determined that the applicant has demonstrated the required financial need. Additionally, to assist the tax authority we have verified with the Department of Veterans Affairs that the applicant is totally and permanently disabled as a result of service connected causes incurred during a period of war or armed conflict. Therefore, it is recommended that the applicant be approved for the exemption of all real estate taxes on the above listed property.

If the application is a new claim, the qualified applicant shall be exempt from real property taxes that become due on or after December 24, 2014. You must present this letter to your local tax authority to determine the precise tax period from which you will be exempt. You should know that taxes are considered due on the first day of a tax period even though payment may not be due for several months.

The State Veterans' Commission is required to review all property tax exemption cases at least once every five years for determination of CONTINUED FINANCIAL NEED. A review form will be mailed to the applicant sometime prior to the due date for review.

For the Commission,

Sincerely,

Cory Bender
Veterans' Service Officer Supervisor
Division of Programs and Services

RECEIVED

JUL 23 2015

Pike County Assessment Office

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement"), entered into as of the ___ day of _____, 2015 (the "Effective Date"), is made by and between EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District"), and ST. LUKE'S PHYSICIAN GROUP, INC. ("St. Luke's").

RECITALS:

WHEREAS, the District is large public school district located in Monroe and Pike Counties, Pennsylvania, which operates one or more elementary, intermediate and high schools (the "Schools");

WHEREAS, St. Luke's employs physicians licensed to practice in the Commonwealth of Pennsylvania (each a "Physician") operating out of its "St. Luke's – Monroe Family Practice" location; and

WHEREAS, the District wishes to engage St. Luke's to assign one or more Physicians to the District to provide professional medical services to the certain employees of the District (the "Services") upon the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference into this Agreement and made a part hereof as if set forth in their entirety herein.

2. Duties and Obligations of Physician. St. Luke's shall perform the following duties and obligations under this Agreement.

(a) Professional Services. St. Luke's shall make a Physician available to the District to provide physical examinations to the District's employed bus drivers at the District's campus on a schedule to be mutually agreed upon by the District and St. Luke's (the "Physical"). The applicable Physician shall at all times independently exercise his or her professional medical judgment in providing medical care and treatment to patients pursuant to this Agreement. The District shall neither have nor exercise any control or direction over the professional, medical or clinical judgment of the Physician, or the method or manner by which he or she performs professional services and functions, it being understood that the traditional relationship between physician and patient will be maintained.

(b) Services Standards. Any Physician assigned to provide Services hereunder shall maintain in good standing his or her license to practice medicine in the Commonwealth of Pennsylvania. Each Physician shall perform the Services in accordance with (i) the provisions of this Agreement; (ii) any applicable statute, ordinance, ruling or regulation of any federal, state or local governmental agency exercising valid authority with respect to the District or the Services provided hereunder; and (iii) generally accepted standards for such Services.

(c) Insurance. St. Luke's shall maintain for the Physician, at St. Luke's expense, professional malpractice insurance coverage and general liability insurance coverage of \$500,000 per occurrence and \$1,500,000 aggregate or such greater amounts as may be legally required, throughout the Term of this Agreement. St. Luke's shall provide the District with written proof of such insurance coverage upon request.

(d) Non-Discrimination. In the performance of the Services hereunder, the Physician shall not differentiate or discriminate in the treatment of patients in the quantity or quality of services or in any other manner on the basis of race, sex, age, national origin, religion, place of residence, health status or source of payment for services rendered.

3. Duties and Obligations of the District.

(a) Space, Equipment and Supplies. The District shall provide all of the space, equipment and supplies as are required, in the reasonable judgment of the District following consultation with the Physician, for the proper provision of the Services. Such space, equipment and supplies shall be made available at the cost and expense of the District.

(b) Non-Physician Personnel. All non-physician personnel required, in the reasonable judgment of the District following consultation with the Physician, for the proper provision of the Services, shall be employed or engaged by the District. All salaries, wages, benefits, taxes and other expenses of any kind related to the employment or engagement of such non-physician personnel shall be and remain the sole responsibility of the District.

(c) Insurance. The District shall be responsible for carrying professional liability insurance for its employees and non-physician personnel, and commercial general liability insurance (including bodily injury, personal injury, contractual liability and property damage), in such amounts as necessary for the operation of its business, during the Term of this Agreement, and shall provide St. Luke's with evidence of such insurance upon execution of this Agreement

4. Compensation. As compensation for the performance by the Physician of the Services, the District shall pay St. Luke's Sixty (\$60.00) Dollars per physical, payable within thirty (30) days of the District's receipt of an invoice from St. Luke's detailing, to the reasonable satisfaction of the District, the Services rendered pursuant to this Agreement. In the event that the Physician provides professional medical services to a District student that are outside of the scope of the Services as defined herein, the Physician may bill the student and/or the student's respective third party payors for such professional medical services and shall retain the collections generated therefrom.

5. Representations and Warranties of St. Luke's. St. Luke's represents and warrants to the District the following:

(a) No Restrictions. There are no restrictions, agreements or understandings, oral or written, to which St. Luke's is a party that would prevent or make unlawful St. Luke's execution of this Agreement or the Physician's provision of the Services hereunder.

(b) No Breach. St. Luke's execution of this Agreement and the provision of the Services hereunder do not constitute a breach of any contract, agreement or understanding, oral or written, to which St. Luke's is a party or by which St. Luke's is bound.

(c) Sanctioned Person. The Physician is not a Sanctioned Person, as defined within the meaning of §11288(b) of the Social Security Act, and is not operating under any settlement agreement with the government of any state or the federal government with regard to allegations pertaining to false claim submissions or inappropriate billing practices. St. Luke's shall notify the District immediately if a Physician becomes the subject of an investigation which, if determined adversely to the Physician, could make the Physician a Sanctioned Person.

6. Representations and Warranties of District. The District represents and warrants to the Physician the following:

(a) No Restrictions. There are no restrictions, agreements or understandings, oral or written, to which the District is a party that would prevent or make unlawful its execution of this Agreement or its performance of its obligations hereunder.

(b) No Breach. The District's execution of this Agreement and its performance of its obligations hereunder do not constitute a breach of any contract, agreement or understanding, oral or written, to which the District is a party or by which it is bound.

7. Term; Termination.

(a) The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall continue for a period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term" and, together with the Initial Term, the "Term") unless written notice of non-renewal is submitted by one party to the other at least ninety (90) days prior to the end of the Initial Term or any Renewal Term.

(b) Either party may terminate this Agreement at any time without cause upon ninety (90) days written notice to the other party. Either party may terminate this Agreement upon a breach by the other party upon thirty (30) days prior written notice to the other party, unless such breach is cured by the breaching party to the reasonable satisfaction of the non-breaching party within such thirty (30) day period.

8. Compliance Generally. St. Luke's shall ensure that the Physician shall comply with all of the District's applicable policies and procedures in effect from time to time as provided to St. Luke's in advance. Further, the parties shall comply with all applicable federal, state and local laws and regulations related to the performance of their obligations under this Agreement including, but not limited to, applicable statutes and regulations related to fraud and abuse, discrimination, disabilities, confidentiality, protection of patient information and privacy, self-referral, false claims, prohibition of kickbacks and, including without limitation to the extent applicable, any such laws, rules, regulations and ordinances relating to criminal background checks and/or child protective services and reporting (collectively, "Laws"). Each party shall immediately notify the other of any suspected violation of any applicable law, regulation or third party payor requirement of which such party or its employees or agents becomes aware during the Term. Such notifications shall not include reports of professional malpractice litigation where only claims relating to negligence are alleged.

9. Compliance with Regulations. Pursuant to Title 42 of the United States Code and applicable rules and regulations thereunder, until the expiration of four (4) years after the expiration or termination of this Agreement, St. Luke's shall make available, upon appropriate written request by the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the Services provided by the Physician under this Agreement.

10. HIPAA Compliance. The parties agree to comply in all respects with their respective obligations under the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations implemented thereunder. Without limitation of other rights and remedies under this Agreement or afforded by law, either party may immediately terminate this Agreement in the event that it has determined that there is a material breach of this Section by the other party.

11. Independent Contractor Status. It is acknowledged and agreed that the District, on the one hand, and St. Luke's and the Physician, on the other hand, are at all times acting and performing hereunder as independent contractors. The Physician shall not be treated as an employee of the District for any purposes whatsoever. St. Luke's agrees and acknowledges that except for the compensation set forth in Section 4 hereof, neither St. Luke's nor the Physician shall not have any claim under this Agreement or otherwise against the District for any salary, bonus, vacation pay, sick leave, retirement benefits, social security benefits, worker's compensation benefits, disability benefits, unemployment insurance benefits or other compensation or benefits of any kind. St. Luke's shall be solely responsible for the reporting and payment of all taxes, withholding payments, penalties, fees and/or benefits, including, but not limited to, Workers' Compensation insurance and Social Security taxes.

12. Assignment. This Agreement shall not be assigned or transferred by St. Luke's without the prior written consent of the District, except that St. Luke's may assign all of its rights and obligations under the Agreement to an entity controlling, controlled by, or under common control with St. Luke's. This Agreement shall not be assigned or transferred by the District without the prior written consent of St. Luke's, except that the District may assign all of its rights and obligations under the Agreement to an entity controlling, controlled by, or under common control with the District.

13. Notices. All notices required or permitted by this Agreement shall be in writing and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier, prepaid, receipt acknowledged, to the following addresses:

If to the District: East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301
Attention: Superintendent

If to St. Luke's: St. Luke's Physician Group, Inc.
801 Ostrum Street
Bethlehem, PA 18015
Attn: President

With a copy to: St. Luke's University Health Network
801 Ostrum Street
Bethlehem, PA 18015
Attn: General Counsel

Notices shall be deemed received, in the case of notice by mail or overnight courier, three (3) business days after the day on which the notice was deposited with the U.S. Mail or one (1) business day after the day on which the notice was deposited with the overnight courier, as the case may be. Either party may change its address to which notices should be sent to it by giving to the other party hereto written notice of the new address in the manner set forth in this Section.

14. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

(b) Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

(c) Dispute Resolution; Governing Law. All disputes between the parties to this Agreement, whether arising from the Agreement itself or the interpretation of its provisions, or arising from alleged facts outside the provisions of this Agreement whether prior to, during or subsequent to this Agreement, including without limitation, negligence, misrepresentation, or any other alleged tort or violation of this Agreement ("Dispute"), shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to choice of law principles or the legal theory upon which such Dispute is asserted. All Disputes shall be resolved by binding arbitration before one neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court of the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and

statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees and expenses associated with the arbitration, each of which shall be borne by the party that incurs them. This provision shall survive the termination or expiration of this Agreement for any reason, and may be enforced by a party after such event.

(d) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. No change or modification of this Agreement shall be enforceable against any party unless the same shall be in writing, and shall be signed by the party against whom enforcement is sought.

(e) Section Headings. The Section headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any provision of this Agreement.

(f) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected herein as the signatories.

(g) Indemnification. Each party agrees to fully, completely and unconditionally indemnify, defend and hold the other party and such other party's directors, trustees, members, officers, employees, agents and affiliates harmless from and against any and all claims, actions, liabilities, losses, costs and expenses (including, without limitation, costs of judgments, settlements, court costs and reasonable attorneys' fees) arising out of or relating to, or alleged to arise out of or relate to, (i) any breach by the indemnifying party of any of its representations, warranties, obligations or covenants under this Agreement; and/or (ii) any injury or damage to persons or property resulting from the indemnifying party's negligence or performance of its duties pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____
Name:
Title:

ST. LUKE'S PHYSICIAN GROUP, INC.

By: _____
Name:
Title:

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES

TO OWNER East Stroudsburg Area School Dist
50 Vine Street
East Stroudsburg, PA 18301

PROJECT: HVAC Renovations &
Lighting Upgrades at
ESSD J.T. Lambert Intermediate School

APPLICATION NO 11
PERIOD TO: 8/31/15

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

FROM CONTRACTOR:
Wind Gap Electric, Inc.
125 West Seventh Street
Wind Gap, PA 18091

VIA ARCHITECT:
Strunk-Albert Engineering
804 Seven Bridge Road
East Stroudsburg, PA 18301

PROJECT NOS: (JTL) 18613

CONTRACT FOR: Electrical Construction

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	1,000,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,000,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	990,700.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	49,535.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	49,535.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	941,165.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	816,819.50
8. CURRENT PAYMENT DUE	\$	124,345.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	58,835.00

CONTRACTOR: Wind Gap Electric, Inc.

By: [Signature] Date: August 24, 2015

State of: Pennsylvania County of: Northampton
Subscribed and sworn to before me this 24th day of August, 2015
Notary Public: Phyllis Hill
My Commission expires: [Signature]
COMMONWEALTH OF PENNSYLVANIA
Phyllis Hill, Notary Public
Wind Gap Boro, Northampton County
My Commission Expires Dec. 13, 2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 124,345.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Strunk-Albert Engineering

By: [Signature] Date: 08/27/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 8/24/15

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/31/15

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: JTL) 18613

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Bond & Insurance	\$23,000.00	23,000.00	0.00		23,000.00	100.00%	0.00	
2	Supervision	\$25,000.00	18,000.00	5,000.00		23,000.00	92.00%	2,000.00	
3	Mobilization	\$12,000.00	12,000.00	0.00		12,000.00	100.00%	0.00	
4	Demolition	\$88,000.00	58,000.00	30,000.00		88,000.00	100.00%	0.00	
5	Lamp Recycling	\$10,000.00	8,000.00	2,000.00		10,000.00	100.00%	0.00	
6	Conduit (Distribution) - M	\$10,400.00	10,400.00	0.00		10,400.00	100.00%	0.00	
	- L	\$11,300.00	11,300.00	0.00		11,300.00	100.00%	0.00	
7	Conduit (Branch) - M	\$19,000.00	19,000.00	0.00		19,000.00	100.00%	0.00	
	- L	\$31,000.00	31,000.00	0.00		31,000.00	100.00%	0.00	
8	Wire (Distribution) - M	\$10,000.00	10,000.00	0.00		10,000.00	100.00%	0.00	
	- L	\$6,000.00	6,000.00	0.00		6,000.00	100.00%	0.00	
9	Wire (Branch) - M	\$19,000.00	19,000.00	0.00		19,000.00	100.00%	0.00	
	- L	\$67,000.00	67,000.00	0.00		67,000.00	100.00%	0.00	
10	Panelboards/Xfmr./Disc. Sw. - M	\$26,000.00	26,000.00	0.00		26,000.00	100.00%	0.00	
	- L	\$36,000.00	36,000.00	0.00		36,000.00	100.00%	0.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 3 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 11
APPLICATION DATE: 8/24/15

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/31/15

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO: JTL) 18613

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD			TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
11	Lighting Fixtures - M	\$350,000.00	319,110.00	30,890.00			350,000.00	100.00%	0.00	
	- L	\$150,000.00	119,000.00	31,000.00			150,000.00	100.00%	0.00	
12	Switches, Receptacles & Plates - M	\$4,000.00	4,000.00	0.00			4,000.00	100.00%	0.00	
	- L	\$26,000.00	18,000.00	8,000.00			26,000.00	100.00%	0.00	
13	Lighting Controls - M	\$27,000.00	27,000.00	0.00			27,000.00	100.00%	0.00	
	- L	\$42,000.00	18,000.00	24,000.00			42,000.00	100.00%	0.00	
14	Data - M	\$400.00	0.00	0.00					400.00	
	- L	\$600.00	0.00	0.00					600.00	
15	Fire Alarm System - M	\$4,400.00	0.00	0.00					4,400.00	
	- L	\$400.00	0.00	0.00					400.00	
16	Final Inspections & Commissioning	\$500.00	0.00	0.00					500.00	
17	Punch List Items	\$500.00	0.00	0.00					500.00	
18	Close-Out Documents	\$500.00	0.00	0.00					500.00	
		\$1,000,000.00	\$859,810.00	\$130,890.00			\$990,700.00	99.07%	\$9,300.00	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: East Stroudsburg School District
50 Vine Street

Project: 14165- JT Lambert Intermediate School

Application No. : 15

Distribution to :

<input type="checkbox"/>	Owner
<input type="checkbox"/>	Architect
<input type="checkbox"/>	Contractor
<input type="checkbox"/>	
<input type="checkbox"/>	

East Stroudsburg, PA 18301

Period To: 8/31/2015

From Contractor: Myco Mechanical, Inc.
1 N Washington Street
Telford, PA 18969

Via Architect: Strunk-Albert Engineering
RD 5 Box 5198 Seven Bridges Rd
East Stroudsburg PA 18301

Project Nos:

Contract For:

Contract Date: 5/30/2014

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

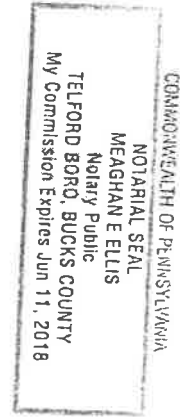
1. Original Contract Sum		\$3,338,500.00
2. Net Change By Change Order		\$38,012.61
3. Contract Sum To Date		\$3,376,512.61
4. Total Completed and Stored To Date		\$3,183,391.81
5. Retainage:		
a. 5.00% of Completed Work	\$159,169.62	
b. 0.00% of Stored Material	\$0.00	
Total Retainage		\$159,169.62
6. Total Earned Less Retainage		\$3,024,222.19
7. Less Previous Certificates For Payments		\$2,968,102.02
8. Current Payment Due		\$56,120.17
9. Balance To Finish, Plus Retainage		\$352,290.42

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Myco Mechanical, Inc.

By: Brian Myers, President Date: 08-08-2015

State of: Pennsylvania
Subscribed and sworn to before me this 08
Notary Public: Meaghan Ellis
My Commission expires: June 11, 2018
County of: BUCKS
day of: AUGUST



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$56,120.17

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: John E. Johnson Date: 08/31/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$24,017.43	\$7,286.56
Total Approved this Month	\$21,281.74	\$0.00
TOTALS	\$45,299.17	\$7,286.56
Net Changes By Change Order	\$38,012.61	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 15

Application Date : 08/31/15

To: 08/31/15

Architect's Project No.:

Invoice # : 14165 #15

Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			Work Completed							
			From Previous Application (D+E)							
1	Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	3,358.76	
2	Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20	
3	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20	
4	Submittals	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20	
5	Allowance	77,630.00	0.00	0.00	0.00	0.00	0.00%	77,630.00	0.00	
6	Pre-Construction Planning	20,000.00	19,000.00	1,000.00	0.00	20,000.00	100.00%	0.00	972.15	
7	Demo	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
8	Phase 1	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	672.15	
9	Phase 2A	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	279.24	
10	Phase 2B	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00	
11	Phase 2C	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	179.24	
12	Phase 2D	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	179.24	
13	Phase 2E	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	193.15	
14	Phase 3	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	628.29	
15	POD Alt M-4	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00	
16	HVAC Pipe	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
17	Hanger Material - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,120.25	
18	Hanger Labor - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,133.22	
19	Pipe Material - P-1	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	6,721.50	
20	Pipe Labor - P-1	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	5,501.76	
21	Hanger Material - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	358.48	
22	Hanger Labor - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	391.70	
23	Pipe Material - P-2A	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	2,240.50	
24	Pipe Labor - P-2A	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	1,713.67	
25	UG CHW Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	896.20	
26	UG CHW Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	500.00	
27	Hanger Material - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43	
28	Hanger Labor - P-2B	3,000.00	1,500.00	0.00	0.00	1,500.00	50.00%	1,500.00	75.00	
29	Pipe Material - P-2B	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	672.15	
30	Pipe Labor - P-2B	10,000.00	5,000.00	0.00	0.00	5,000.00	50.00%	5,000.00	250.00	
31	Hanger Material - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43	
32	Hanger Labor - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	134.43	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 15

Application Date : 08/31/15

To: 08/31/15

Architect's Project No.:

Invoice # : 14165 #15

Contract : 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed							
			From Previous Application (D+E)							
33	Pipe Material - P-2C	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	582.53	
34	Pipe Labor - P-2C	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10	
35	Hanger Material - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	313.67	
36	Hanger Labor - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	313.67	
37	Pipe Material - P-2D	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	1,568.35	
38	Pipe Labor - P-2D	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	1,254.68	
39	Hanger Material - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	224.05	
40	Hanger Labor - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	241.44	
41	Pipe Material - P-2E	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	1,030.63	
42	Pipe Labor - P-2E	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	869.17	
43	Hanger Material - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	403.29	
44	Hanger Labor - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	618.95	
45	Pipe Material - P-3	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	2,464.55	
46	Pipe Labor - P-3	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	2,671.64	
47	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
48	Chiller	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	7,500.00	
49	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00	
50	Ice Storage	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	5,000.00	
51	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00	
52	AHU's	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	2,688.60	
53	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00	
54	Existing AHU Refurbish	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,120.25	
55	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00	
56	UV's	390,000.00	390,000.00	0.00	0.00	390,000.00	100.00%	0.00	17,475.90	
57	Install Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	1,445.72	
58	UV Shelving	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10	
59	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	311.55	
60	VAV's	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,344.30	
61	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	244.81	
62	Hot Water Coils - 8	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	1,344.30	
63	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	100.00	
64	Terminal Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	3,584.80	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 15

Application Date : 08/31/15

To: 08/31/15

Architect's Project No.:

Invoice #: 14165 #15

Contract: 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D E		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			Work Completed						
			From Previous Application (D+E)	This Period In Place					
65	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
66	Packaged HVAC Units - 2	90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	4,266.45
67	Install Labor	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
68	EF's - 1	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	179.24
69	Install Labor	1,000.00	0.00	1,000.00	0.00	1,000.00	100.00%	0.00	50.00
70	RF's - 2	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	358.48
71	Install Labor	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00%	0.00	100.00
72	Boiler Room Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
73	Pumps & VFD's - 4	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,344.30
74	Expansion Tanks/Air Separators	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	448.10
75	Glycol Feeders - 2	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	224.05
76	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	237.02
77	Glycol	7,000.00	0.00	0.00	0.00	0.00	0.00%	7,000.00	0.00
78	Glycol Install Labor	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
79	Sheetmetal	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
80	Duct Material - Base Bid	15,000.00	13,500.00	1,500.00	0.00	15,000.00	100.00%	0.00	745.33
81	Labor - Base Bid	9,000.00	6,300.00	2,700.00	0.00	9,000.00	100.00%	0.00	447.20
82	Duct Material - POD	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	400.00
83	Labor - POD	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	250.00
84	GRD's	870.00	870.00	0.00	0.00	870.00	100.00%	0.00	43.50
85	GRD Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
86	Tank Removal	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	1,523.54
87	Roofing	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	200.00
88	Concrete	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	2,521.64
89	Excavation/Asphalt Patching	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	2,521.64
90	Fencing	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	1,450.00
91	GC - Bulkhead Work	6,000.00	3,600.00	2,400.00	0.00	6,000.00	100.00%	0.00	293.77
92	Chemical Treatment	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
93	ATC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
94	Engineering/Shop Drawings	49,850.00	49,850.00	0.00	0.00	49,850.00	100.00%	0.00	2,233.78
95	Valves & Dampers	229,250.00	229,250.00	0.00	0.00	229,250.00	100.00%	0.00	10,272.69
96	BAS Material	51,800.00	50,764.00	1,036.00	0.00	51,800.00	100.00%	0.00	3,276.51

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 15

Application Date : 08/31/15

To: 08/31/15

Architect's Project No.:

Invoice #: 14165 #15

Contract: 14165- JT Lambert Intermediate School

A Item No.	B Description of Work	C Scheduled Value	D		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			Work Completed							
			From Previous Application (D+E)							
97	Project Management	47,300.00	42,570.00	2,365.00	0.00	44,935.00	95.00%	2,365.00	2,535.63	
98	Install	451,690.00	406,521.00	22,584.50	0.00	429,105.50	95.00%	22,584.50	25,108.79	
99	Programming	30,300.00	24,240.00	3,030.00	0.00	27,270.00	90.00%	3,030.00	1,608.58	
100	Commissioning	29,850.00	23,880.00	2,985.00	0.00	26,865.00	90.00%	2,985.00	1,466.44	
101	Training	9,960.00	0.00	0.00	0.00	0.00	0.00%	9,960.00	0.00	
114	Insulation	100,000.00	90,000.00	5,000.00	0.00	95,000.00	95.00%	5,000.00	5,308.85	
115	Phase 4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
116	Balancing	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00	
117	Punchlist	5,000.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00	
118	Closeout Docs	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00	
119	Training	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	0.00	
120	CO-1 New Pump pipe packages	10,859.78	7,601.85	0.00	0.00	7,601.85	70.00%	3,257.93	340.64	
121	CO-3 Auditorium Changes	-7,286.56	-7,286.56	0.00	0.00	-7,286.56	100.00%	0.00	-345.41	
122	CO-4 Blank off excess OA for UV's	4,232.65	4,232.65	0.00	0.00	4,232.65	100.00%	0.00	197.35	
123	CO-5 Retaining Wall	8,925.00	8,925.00	0.00	0.00	8,925.00	100.00%	0.00	446.25	
124	CO-7 Painting H&V Curbs	1,665.00	0.00	1,665.00	0.00	1,665.00	100.00%	0.00	83.25	
125	CO-8 Dielectric Unions	19,616.74	0.00	9,808.37	0.00	9,808.37	50.00%	9,808.37	490.42	
Grand Totals		3,376,512.61	3,124,317.94	59,073.87	0.00	3,183,391.81	94.28%	193,120.80	159,169.62	



August 28, 2015

Jeff Bader, Business Manager
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Re: **Pay Request #3 – FieldTurf USA
For East Stroudsburg High School North Campus Synthetic Turf Construction
East Stroudsburg Area School District**

Dear Jeff:

ELA Sport has reviewed Pay Request #3 dated August 17, 2015 as submitted for consideration by FieldTurf USA, Inc. We recommend that the Pay Request #3 be approved for the amount of **\$147,042.91** as reflect on the attached document.

If there are any questions with regards to this recommendation do not hesitate to call.

Sincerely,
ELA Sport

Charles R. Haley, Jr., P.E.
Project Director

Cc: Stephanie DiBacco, Fieldturf USA (via email)

F:\Data\ELA SPORT\AZ124 - East Stroudsburg\AZ124-003 - North Stadium Design (Track and Field)\Construction Admin\Turf\Pay Requests\Pay Request#3 - Rec - FieldTurf.doc

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO GENERAL CONTRACTOR:
 East Stroudsburg Area School District
 50 Vine Street, PO Box 298
 East Stroudsburg, PA 18301

FROM CONTRACTOR:
 FieldTurf USA, Inc.
 175 North Industrial Blvd
 Calhoun, GA 30701

PROJECT: East Stroudsburg North

REMITTANCE ADDRESS:
 7445 Cote-de-Liesse Road, Suite 200
 Montreal, QC H4T 1G2

WIRE DETAILS: Bank of America; Account Number: 4427657113
 Transfer routing (ABA): 026009593; ACH routing (ABA): 111000012

APPLICATION NO: 3

PERIOD TO: 8/17/15

PROJECT NOS:

CONTRACT DATE: 5/6/15

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,013,820.20
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	1,013,820.20
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	963,085.88
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	96,308.59
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	96,308.59
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	866,777.29
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	488,051.12
8. CURRENT PAYMENT DUE	\$	378,726.17
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	147,042.91

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

[Signature]

By: _____ Date: August 17, 2015

Christapor Papazian
 State of: Quebec, Canada County of: Montreal
 Subscribed and sworn to before me this 17th day of August, 2015
 Notary Public: Karen LeBlanc
 My Commission expires: May 11th, 2017

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 147,042.91

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

[Signature]

By: _____ Date: 8/28/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 3

Contractor's signed certification is attached.

APPLICATION DATE: 08/17/15

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 08/17/15

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

East Stroudsburg North Field

A ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 10%
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Mobilization Temp. Facilities Superintendent Containers General Conditions Erosion Control Construction Entrance Inlet Protection Track Bridge	\$24,921.75	\$21,183.48	3,738.27		\$24,921.75	100.00%		\$2,492.18
2	Construction Layout Demo HMA - 3950 SF @ 3" w/ 35% Expansion Remove Track Surface Remove Goal Posts Remove Flag Pole Remove Scoreboard - Paint/ Clean Beam Demo Irrigation Remove Conboxes Remove Conduit	\$9,544.50	\$9,544.50			\$9,544.50	100.00%		\$954.45
3	Removals and Clearing HMA BC/TC 4" D-Zone Concrete Curb, 8" x 12" 5" Concrete Slab @ Scoreboard C/O Collar PADOT #2A Coarse Aggregate 6"	\$11,877.60	\$11,877.60			\$11,877.60	100.00%		\$1,187.76
4	Concrete/ Asphalt Strip Topsoil Cut Fill Export Topsoil Export Fill Fine Grade	\$69,780.90	\$52,335.68	17,445.22		\$69,780.90	100.00%		\$6,978.09
5	Earthwork 15% Expansion Control Structure W/ Trash Rack 12"Ø SLCPP C/O Inspection Ports Connect To Existing Drainage Cap Existing Inlets - Provide Plywood Access Hatches Infiltration Bed A - PADOT #2B Stone	\$120,048.60	\$120,048.60			\$120,048.60	100.00%		\$12,004.86
6	Site Drainage System Cut Under Bleachers For Stone & Infiltration Basin B Infiltration Bed B - PADOT #2B Stone Stone Area Under Bleachers - PADOT #2B Stone Mirafi 140N or Equal HMA BC/TC 4" Walkway 5" Concrete Slab @ Bleachers PADOT #2A Coarse Aggregate	\$66,281.25	\$66,281.25			\$66,281.25	100.00%		\$6,628.13

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 08/17/15

PERIOD TO: 08/17/15

ARCHITECT'S PROJECT NO:

East Stroudsburg North Field

A ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) (9%)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
7	Lower Inlet HMA BC/TC 4" Walkway Bleacher Sitework / Walkway Scoreboard - Nevco Football Goals W/ Pads Com-Boxes Time Clock ALLOWANCE Electric Service Modification & Conduit 35' Flag Pole	\$34,042.05	\$34,042.05			\$34,042.05	100.00%		\$3,404.21
8	Athletic Event Accessories/ Site Accessories Finishing Stone PADOT #2B Variable Depth Miraflo 140N or Equal Pressure Treated 2" x 4" Nailer 12"Ø Perf SLCPP 30 Mil Liner @ Loop Drain	\$78,689.10	\$59,016.83	19,672.27		\$78,689.10	100.00%		\$7,868.91
9	Synthetic Turf Sub-Base FieldTurf XM6-57 2.25" Inlaid Football Numbers/Arrows Inlaid Football Hash Marks Inlaid Soccer Markings Inlaid Field Hockey Markings Center Logo, 1-3 Colors, 40'-49', "N" with Timberwolf head GroomRight & SweepRight Gmax Test (1) at installation	\$155,747.05	\$155,747.05			\$155,747.05	100.00%		\$15,574.71
10	Synthetic Turf BSS 100 D-Zone Synthetic Track Surfacing	\$404,951.10		\$404,951.10		\$404,951.10	100.00%		\$40,495.11
11	Landscaping Seeding/ Restoration	\$1,272.60	\$381.78			\$381.78	30.00%	\$890.82	\$38.18
12	Track Surfacing Export Topsoil Export Fill	\$49,843.50				\$0.00	0.00%	\$49,843.50	\$0.00
13	Voluntary Alternate 1: Topsoil & Fill Stay Onsite	(\$25,000.00)		(\$25,000.00)		(\$25,000.00)	100.00%		(\$2,500.00)
14	Voluntary Alternate 2: Performance & Payment Bonds	\$11,820.20	\$11,820.20			\$11,820.20	100.00%		\$1,182.02
GRAND TOTALS		\$1,013,820.20	\$542,279.02	\$420,806.86	\$0.00	\$963,085.88	95.00%	\$50,734.32	\$96,308.59

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301

PROJECT:
 North High School
 New Visitor Grandstand

APPLICATION #: 3
PERIOD TO: 08/15/15
PROJECT NOS: AZ124-003

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Stadium Solutions, Inc.
 897 Winfield Road
 Cabot, PA 16023

VIA ARCHITECT:
 Charles Haley, PE
 ELA Sport
 743 South Broad Street
 Litiz, PA 17543

CONTRACT DATE: 03/03/15

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM -----	\$	186,138.00
2. Net change by Change Orders -----	\$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	186,138.00
4. TOTAL COMPLETED & STORED TO DATE -\$		186,138.00
(Column G on Continuation Sheet)		
5. RETAINAGE:		
a. _____ of Completed Work	\$	
(Columns D+E on Continuation Sheet)		
b. 10.0% of Stored Material	\$	
(Column F on Continuation Sheet)		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet)-----	\$	
6. TOTAL EARNED LESS RETAINAGE -----	\$	186,138.00
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)-----	\$	165,542.40
8. CURRENT PAYMENT DUE -----	\$	20,595.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: [Signature] Date: 8/20/15

State of: Pennsylvania
 County of: Butler

Subscribed and sworn to before me this _____ day of _____, 2015.

Notary Public: Cynthia A. Koenig, Notary Public
Oakport Boro, Allegheny County
 My Commission expires July 7, 2016

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- : 20,595.60
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature] Date: 8/24/15

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

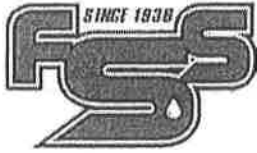
PROJECT:
North High School
New Visitor Grandstand

APPLICATION DATE: 08/20/15

PERIOD TO: 15-Aug-15

ARCHITECT'S PROJECT NO: AZ124-003

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1									
2	Design/Engineering	4,426.00	4,426.00			4,426.00	100%		
3	Administration/Management	2,987.00	2,987.00			2,987.00	100%		
4	Concrete	42,486.00	42,486.00			42,486.00	100%		
5	Grandstand materials	92,215.00	92,215.00			92,215.00	100%		
6	Grandstand installation	44,024.00	41,822.00	2,202.00		44,024.00	100%		
7									
8									
9									
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SUBTOTALS PAGE 2		186,138.00	183,936.00	2,202.00		186,138.00	100%		



FRANCIS SMITH & SONS, INC.

503 SUMMIT AVENUE PO BOX 450 CHINCHILLA, PA 18410
PHONE: 570-587-4775 FAX: 570-586-7867
PETROLEUM EQUIPMENT SPECIALISTS

7/20/2015

East Stroudsburg Area School District
200 Milford Road
East Stroudsburg, PA 18301

Ronnie,

As per your request and the recent service call performed by technician Cody Scott, listed below is an estimate to replace the defective tank field communication cabling. During the service call, Cody troubleshot the various alarms that were present on the tank monitor and confirmed an issue in the cabling. The existing communication cabling is not the manufacturer required shielded 2 wire communication cabling but standard 2 wire THNN wire. Listed below is a basic scope of work and the associated cost.

Basic Scope of Work:

- Disconnect power to the tank monitor system
- Unpack the tank field seal off fittings for the communication system
- Remove the defective THNN wire
- Pull new 2 wire shielded communication cabling
- Make all electrical connections
- Test tank monitor for all functions normal
- Repack the tank field communication seal off fittings

Total Estimate:
\$3,840.00

Note: Does not include any applicable tax. Standard terms and conditions apply. Estimate is based upon being able to use existing conduits to remove and pull new communication cabling. If this is not possible, a new estimate will be provided as excavation may be required.

Respectfully Submitted,

Francis Smith and Sons, Inc.

Chuck Litwin
Estimator

Signed Customer Acceptance: _____

Date: _____

Cc: Jeffrey J. Piazza Sr., Vice President
Cody Scott, Technician

Valid Till 9/1/2015

MYCO MECHANICAL, INC.

Additional Authorized Work Recap Sheet

Project: JTL
 Brief Description: H&V Gas Regulators

Date: 9/1/2015

Labor

	150.00	/Hour	\$0.00
Total Hours/Project Manager			
Total Hours/Superintendent	83.90	/Hour	\$0.00
Total Hours/Foreman		/Hour	\$0.00
Total Hours/Plumber		/Hour	\$0.00
4 Total Hours/Pipefitter	58.90	/Hour	\$235.60
Total Hours/Sheet Metal Mechanic	49.86	/Hour	\$0.00
Total Hours/Apprentice	47.12	/Hour	\$0.00
Total Hours/Laborer	39.91	/Hour	\$0.00
Total Hours/Equipment Operator	57.92	/Hour	\$0.00
Total Hours/Truck Driver	50.00	/Hour	\$0.00
Total Hours/Clerk		/Hour	\$0.00
1 Total Cost of Base Rates			\$235.60
2 Co. & Compulsory Benefits & Taxes	<input type="text" value="39.06%"/>		\$92.03
3 Labor Cost			\$327.63
4 Total Labor Cost * X% Overhead	<input type="text"/>		\$0.00
		Sub Total	\$327.63
5 Total Labor Cost * X% Profit	<input type="text" value="15.00%"/>		\$49.14
6 Total Labor Cost			\$376.77

Material

7 Material Costs	<input type="text"/>		\$518.34
8 Sales Tax	<input type="text" value="6.00%"/>		\$31.10
9 Material Costs			\$549.44
10 Material Costs * X% Markup	<input type="text" value="10.00%"/>		\$54.94
11 Total Material Cost			\$604.38

Equipment and Tool Rental

12 Equipment and Tool Rental (crane, lifts)	<input type="text"/>		\$0.00
13 Direct Job Expenses	<input type="text"/>		\$0.00
14 Total Equipment and Tool Rental			\$0.00

Subcontractors

15 Subcontractors	<input type="text"/>		\$0.00
16 Subcontractor Cost * X% Markup	<input type="text" value="5.00%"/>		\$0.00
17 Total Subcontractor Costs			\$0.00

Summary

18 Add Lines (6+11+14+17) Subtotal			\$981.15
19	<input type="text"/>		\$0.00
20	<input type="text"/>		
20 Bonds and Insurance Costs	<input type="text" value="2.50%"/>		\$24.53

Total Proposal Amount

\$1,005.68

An additional _____ day(s) will be required on contract time for this proposal.
 Prices are subject to change if not accepted within __30__ day(s).

Tim Moyer	9/1/2015		
Submitted By	Date	Accepted By	Date

