

a.

**EAST STROUDSBURG AREA SCHOOL DISTRICT**

Summary of 2017 Refunding Options

**Option A - Maximize Bank Qualified**

	1	2	3	4	5								
	Step 1	Step 2	Step 3	Step 4	TOTAL								
<b>Principal</b>	\$7,060,000	\$2,825,000	\$67,555,000	\$15,035,000	\$92,475,000								
<b>Est. Net Original Issue Premium <sup>(1)</sup></b>	\$104,266	\$33,516	\$10,863,492	\$2,705,735	\$13,707,010								
<b>Total Bond Proceeds</b>	<b>\$7,164,266</b>	<b>\$2,858,516</b>	<b>\$78,418,492</b>	<b>\$17,740,735</b>	<b>\$106,182,010</b>								
<b>Timing</b>	January 2017	February 2017	June 2017	December 2017									
<b>Purpose</b>	Advance refund portion of 2008	Currently refund 2012 & 2012A	Currently refund 2007A & 2007	Currently refund remaining 2008									
<b>Bank Qualified Status</b>	Bank Qualified	Bank Qualified	Non-Bank Qualified	Non-Bank Qualified									
<b>Estimated BQ Usage</b>	\$7,164,266	\$123,516	\$2,493,492	\$209,469									
<b>Assumed Coupon Structure <sup>(1)</sup></b>	Par/Slight Premium (2.00%)	Par/Slight Premium (2.00%)	Premium (5.00%)	Premium (5.00%)									
<b>Assumed Yields <sup>(1)</sup></b>	Conservative current BQ yields	Conservative current BQ yields	Conservative current Non-BQ	Conservative current Non-BQ									
<b>Assumed Call Feature</b>	5 years	5 years	8 years	8 years									
<b>Estimated Local Effort Savings</b>	\$1,513,874	\$107,498	\$11,661,490	\$3,014,347	\$16,297,208								
<b>As a % of Refunded Principal</b>	22.99%	3.93%	15.36%	17.62%	15.92%								
<b>Estimated Present Value Local Effort Savings</b>	\$1,290,938	\$93,174	\$10,136,108	\$2,458,226	\$13,978,446								
<b>As a % of Refunded Principal</b>	19.60%	3.41%	13.35%	14.37%	13.66%								
	25	26	27	28	29	30	31	32	33	34	35	36	37
<b>Fiscal Year Ending</b>	<b>Existing Local Effort</b>	<b>Existing Local Effort</b>	<b>Unrefunded Local Effort</b>	<b>New Local Effort</b>	<b>Local Effort Savings</b>	<b>New Local Effort</b>	<b>Local Effort Savings</b>	<b>New Local Effort</b>	<b>Local Effort Savings</b>	<b>New Local Effort</b>	<b>Local Effort Savings</b>	<b>New Local Effort</b>	<b>Local Effort Savings</b>
6/30/2017	15,740,921	15,546,880	15,546,880	25,605	129,520	29,826	9,090	2,645,572	896,484	181,803	219,863	15,602,311	138,610
6/30/2018	15,698,606	11,258,451	11,258,451	224,053	86,196	175,904	10,279	5,219,876	897,580	712,725	95,225	14,485,784	1,212,822
6/30/2019	15,698,593	7,619,525	7,619,525	222,828	87,421	837,380	6,032	7,051,335	896,964	712,489	95,273	14,612,334	1,086,258
6/30/2020	15,700,322	6,461,278	6,461,278	221,603	88,646	167,486	5,249	7,428,755	899,749	712,253	95,311	14,614,190	1,086,132
6/30/2021	15,701,687	6,085,309	6,085,309	220,378	89,871	164,941	5,121	8,134,109	899,471	712,018	95,340	14,611,387	1,090,051
6/30/2022	15,702,145	5,378,866	5,378,866	219,153	91,096	167,241	4,851	9,665,513	893,757	711,782	127,628	14,581,825	1,122,806
6/30/2023	15,704,632	3,826,850	3,826,850	217,928	92,321	159,753	9,100	9,658,543	899,565	711,547	190,668	14,515,674	1,187,358
6/30/2024	15,703,033	3,762,164	3,762,164	211,367	88,882	162,053	8,244	9,664,235	894,454	711,311	259,881	14,449,892	1,256,124
6/30/2025	15,706,017	3,694,707	3,694,707	215,384	94,865	164,255	6,925	9,658,311	897,007	711,076	297,929	14,411,634	1,296,275
6/30/2026	15,707,909	3,661,729	3,661,729	214,159	96,090	166,360	5,249	6,251,538	900,211	3,545,131	512,370	14,193,682	1,532,705
6/30/2027	15,726,387	4,035,023	4,035,023	198,823	111,426	163,166	8,699	2,686,220	901,216	6,449,740	508,130	14,197,567	1,557,362
6/30/2028	15,754,929	4,747,426	4,747,426	189,730	140,519	164,451	7,498	2,570,849	893,139	5,302,502	516,728	14,192,802	1,576,655
6/30/2029	15,769,457	2,095,222	2,095,222	4,063,449	156,008	160,780	10,780	2,569,455	892,557			14,709,748	1,062,316
6/30/2030	15,772,064	9,888,940	9,888,940	2,089,410	161,014	161,943	8,746					357,470	1,680
6/30/2031	359,150	182,800	182,800			167,816	1,809					180,066	(287)
6/30/2032	179,779					173,445	(172)					6,389	(101)
6/30/2033	6,288											6,157	(87)
6/30/2034	6,070											5,924	(73)
6/30/2035	5,851											5,692	(59)
6/30/2036	5,633											5,460	(46)
6/30/2037	5,414											5,227	(32)
6/30/2038	5,196											4,995	(18)
6/30/2039	4,977											4,763	(4)
6/30/2040	4,759												
<b>220,669,819</b>	<b>88,245,170</b>	<b>88,245,170</b>	<b>88,245,170</b>	<b>8,523,871</b>	<b>1,513,874</b>	<b>3,186,801</b>	<b>107,498</b>	<b>83,242,393</b>	<b>11,661,490</b>	<b>21,174,376</b>	<b>3,014,347</b>	<b>204,372,611</b>	<b>16,297,208</b>
				<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>	<b>Present Value</b>
					<b>1,290,938</b>	<b>93,174</b>	<b>93,174</b>	<b>10,136,108</b>	<b>10,136,108</b>	<b>2,458,226</b>	<b>2,458,226</b>	<b>13,978,446</b>	<b>13,978,446</b>

<sup>(1)</sup> For these purposes, assumes conservative estimates of yields for both Bank Qualified and Non-Bank Qualified bonds. Assumes approximately a 15-25 bps difference in yield between a BQ and Non-BQ issue. Also assumes a 5.00% premium structure for Non-BQ bonds and more par-ish/slightly premium structure for BQ Bonds. Actual interest rates and coupon structure subject to market conditions at the time of issuance

b.





**Sales Quote Only.  
This is Not an  
Invoice**

**QUOTATION**

Quote Number:  
Q151509 - 1

Quote Date:  
09/23/16

Page:  
1

200 Cascade Ave S  
Battle, WA 98188  
www.zonarsystems.com  
Phone: 206.878.2459  
Fax: 206.878.3082

**Shipped To:**  
East Stroudsburg Area SD  
Attn: William Gouger  
50 Vine St  
East Stroudsburg, PA 18301-2150  
USA

**Quoted Ship To:**  
East Stroudsburg Area SD  
Attn: William Gouger  
50 Vine St  
East Stroudsburg, PA 18301-2150  
USA

Customer ID	Good Thru	Payment Terms	SalesPerson
EAS3376	10/23/16	Net 30 Days	Patrick A Boone

Order Qty	Item	Description	Unit Price	Total
<b>Transfinder Discounted Rate</b>				
6	V3001-H	V3 GPS Kit	229.00	1,374.00
6	H40023	Light Duty Cable Kit		
6	ACT001-S	GSM Activation	25.00	150.00
6	GPS002-S	Annual V3 GTC	204.00	1,224.00
1	S&H	Shipping and Handling	22.50	22.50

\*Three Year Contract Required\*  
Early Termination Fees Will Apply

Subtotal:	2,770.50
Total Sales Tax:	0.00
<b>Total:</b>	<b>USD 2,770.50</b>

Hardware or Services identified in this quotation will be provided by Zonar until the parties have executed a Service Agreement, a copy of which will be provided upon request before acceptance of a customer purchase order. The Service Agreement has been omitted from this Quote for simplicity's sake. The rates and quantities on this quote are based on initial discussions about your fleet, and may change slightly if a detailed asset list provided by your fleet indicates that additional Hardware or Services are required based on your unique asset list.



C.

# ROHRER

School & Commercial Bus Sales

P.O. BOX 100, RTS 11 & 15, DUNCANNON PA 17020-0100 (717)957-2141

DATE: **October 4, 2016**

NAME				<b>NO TRADES</b>
SOLD TO: <b>EAST STROUDSBURG AREA SCHOOL DISTRICT</b>				
ADDRESS:		COUNTY		
CITY	STATE	ZIP	HOME PHONE	
BUS PHONE				

DESCRIPTION	AMOUNT	
<p><b>2014 THOMAS C2 39 PASSENGER AIR BRAKE SCHOOL BUS WITH LIFT AND AIR CONDITIONING</b></p> <p><b>2010 BLUE BIRD 42 PASSENGER CAPACITY (24 SEATED + 3 OPEN W/C POSITIONS) AIR BRAKE SCHOOL BUS WITH LIFT AND AIR CONDITIONING</b></p> <p><b>Nine (9) month lease starting October 2016 and ending June 2017 \$2,800.00 per month total, 12,000 mileage allowance per vehicle, \$0.30 per mile overage rate</b></p> <p style="text-align: center;"><b>**Availability subject to prior sale**</b></p>	<p><b>\$ 25,200.00</b></p>	
INSURANCE CO	CODE#	PRICE <b>\$ 25,200.00</b>
POLICY NO.		TRADE IN
SALES TAX EXEMPTION#		BALANCE <b>\$ 25,200.00</b>
ENCUMBRANCE HOLDER		MISC
ADDRESS		NET SALES
CITY		PA. SALES TAX
STATE		DOCUMENTARY FEES
ZIP		LIC. TRANS. TITLE ENCB.
<p>"The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty or merchantability or fitness for a particular purpose, and the sell neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items."</p>		TOTAL <b>\$ 25,200.00</b>
<p>* ALL TRADE IS SUBJECT TO APPRAISAL BEFORE TRANSACTION IS FINALIZED</p>		LESS DEPOSIT
FOR ROHRER BUS SALES		DUE UPON DELIVERY <b>\$ 25,200.00</b>

BY <u>SKIP ROHRER</u> AUTHORIZED SIGNATURE	I, OR WE, HEREBY ACKNOWLEDGE RECEIPT OF A COPOY OF THIS ORDER SIGNED X _____ PURCHASER SIGNED X _____ PURCHASER
--	---

d.





Jeffrey Bader <jeffrey-bader@esasd.net>

**Fwd: reminders pricing**

1 message

Susan Vitulli <susan-vitulli@esasd.net>  
To: Jeffrey Bader <jeffrey-bader@esasd.net>

Thu, Oct 6, 2016 at 8:12 AM

FYI

----- Forwarded message -----  
From: **Debbie** <kkshls@icontech.com>  
Date: Wed, Oct 5, 2016 at 2:07 PM  
Subject: Re: reminders pricing  
To: Susan Vitulli <susan-vitulli@esasd.net>

Susan,

The per piece cost \$0.334 each production and \$0.465 each postage.  
Just a reminder, the production includes the double window envelopes.

Hope this helps.

**Debbie Davis**

**Spring Hill Laser Services, Inc.**

[www.SpringHillLaser.com](http://www.SpringHillLaser.com)

**6 Industrial Park Road, Suite A**

**Lake Ariel, PA 18436**

**Phone: 570-689-0970**

**Fax: 570-689-7915**

**KKSHLS@iconTech.com**

This email and any files transmitted with it are confidential and intended solely for the use of the individual(s) or entity to whom they are addressed. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. Please notify the sender immediately by e-mail reply if you have received this e-mail by mistake and delete this e-mail from your system. Finally, the recipient should check this email and any attachments for the presence of viruses. The integrity and security of this message cannot be guaranteed on the Internet.

On 10/5/2016 1:44 PM, Debbie wrote:

Susan,

I forgot to mention, I will need to have a P.O. or an email in writing that we will be doing this mailing as soon as it is determined.

I will need time to get the envelopes needed for the mailing.

e.



September 13, 2016

RE: Homestead/Farmstead Act 1 – Application Printing and Mailing

Good afternoon,

Berkheimer OneSource is pleased to submit our pricing for the printing and mailing of your Act 1 applications.

I would like to thank you for the opportunity to be of service again to your School District.

Please respond by October 7<sup>th</sup> with your letter of acceptance, email or purchase order along with the corresponding service, A or B. Thank you in advance for your time and most importantly, your continued partnership with Berkheimer OneSource, Inc.

Sincerely,

A handwritten signature in black ink that reads "Cathryn E. DeLong".

Cathryn DeLong  
Client Service Representative  
610-954-9575, ext. 2068  
cdelong@BerkOne.com





## Pricing for 2016 Act I Applications

SERVICE OPTIONS	UNIT COST
A. Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope	\$ .324
B. Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope	\$ .288
C. Additional programming*, ***	\$125.00/hour

\*Programming fees will apply if the county file layout is different than last year.

\*\*Postage will be a direct pass through cost.

\*\*\*Please note: the Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.

f.



6 Danforth Drive  
Easton, PA 18045-7899  
www.ciu20.org

Telephone (610) 252-5550 Fax (610) 252-5740  
Business Office Fax (610) 515-6524  
Resolve Fax (610) 515-6501  
Special Programs Fax (610) 559-7103  
TDD/TYY Hearing Impaired (610) 252-3786

## Colonial Intermediate Unit 20 IDEA – Part B Use of Funds Agreement

This sub-grant agreement entered into this 24th day of August, 2016 by and between Colonial Intermediate Unit 20 (hereinafter called "IU") and **East Stroudsburg Area School District** (hereinafter called "School District") for the following:

Grant Name:	Individuals with Disabilities Education Act of 2004-Part B
Award Number:	H027A160093
CFDA Title and Number:	Special Education-Grants to States – 84.027
Federal Agency:	U.S. Department of Education
Project Number:	RA 062-17-0020
Project Year:	7/1/16 – 9/30/17

Parties to this agreement hereby agree as assure that:

- A. As the primary recipient for the project, the IU is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133.
- B. As the sub-recipient for the project, the School District is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133; and to ensure that maintenance of effort requirements in accordance with Code of Federal Regulations Title 34 Section 300.203 (34 CFR §300.203 are met).
- C. Funds will be used to support appropriate services to school age children eligible for services through these funds. The use of IDEA funds is governed by principles outlined in **Attachment A** and must be accounted for in accordance with the PDE Accounting Bulletin #1998-01, as most recently revised.
- D. School District must submit to the IU a preliminary budget **Attachments B-1, B-2 and B-3** detailing the School District's planned use of IDEA direct pass-thru funds. Any changes in use of IDEA funds must be submitted to the IU by April 30, 2017.
- E. IDEA Funds must be obligated by September 30, 2017.
- F. The School District is required to provide supporting documentation for expenditures of IDEA direct pass-thru funds. Requests for reimbursement may be submitted monthly or periodically for payment.
- G. The School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the IU or the PDE.

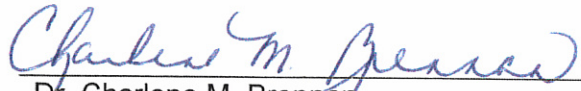
Payments will be contingent upon receipt of funds from the PDE.



The IDEA allocation for your school district is listed below.

**\$ 1,049,604.21**

**Total Funds (Attachments A & B-1, B-2 & B-3)**



Dr. Charlene M. Brennan  
Colonial Intermediate Unit 20, Executive Director

8/24/16

Date

District

Superintendent Signature

Date

Special Education Administrator

Date

Business Administrator

Date

**Please return this agreement and Attachments B-1, B-2 and B-3 to Jon Wallitsch by October 31, 2016.**

g. i

# Contractor's Application for Payment No. 03

Application Period: Aug-16	Application Date: 8/25/2016	
Owner: East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301	Contractor: Bognet, Inc. PO Box 206 Hazleton, PA	Engineer: D'Hy Engineering, Inc. 1 East Broad St., Suite 310 Bethlehem, PA 18018
Project: High School S. Library Windows and roof replacement	Contract: General Trades Construction	
Owner's Contract No.:	Contractor's Project No.: C16-703	Engineer's Project No.: 28704

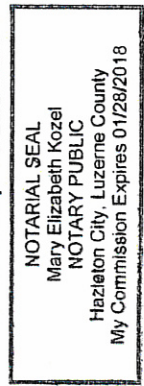
### Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions
	1		\$8,640.00
TOTALS			
NET CHANGE BY		(\$8,640.00)	
CHANGE ORDERS			

1. ORIGINAL CONTRACT PRICE..... \$ 129,900.00
2. Net change by Change Orders..... \$ (\$8,640.00)
3. Current Contract Price (Line 1 ± 2)..... \$ 121,260.00
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 121,260.00
5. RETAINAGE:  
 a.  10% x \$121,260.00 Work Completed..... \$  
 b.  10% x \_\_\_\_\_ Stored Material..... \$  
 c. Total Retainage (Line 5a + Line 5b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 121,260.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 108,234.00
8. AMOUNT DUE THIS APPLICATION..... \$ **13,026.00**
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$

**Contractor's Certification**  
 The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: *James G. Bognet* Date: 8/27/16  
**JAMES G. BOGNET, PRESIDENT**



Notarial Seal

Payment of: \$ 13,026.00  
 (Line 8 or other - attach explanation of the other amount)

is recommended by: *Josh Grace* 9/15/16  
 Josh Grace PE, CEM, CES, CCCA (Date)

Payment of: \_\_\_\_\_  
 (Line 8 or other - attach explanation of the other amount)

is approved by: Jeffery Bader, ESASD \_\_\_\_\_ (Date)

Subscribed to and Sworn to before me this 27th day of August, 2016

Notary Public: *Mary Elizabeth Kozel* My Commission Expires \_\_\_\_\_



9.  
ii

# Change Order

No. 1

Date of Issuance: August 1, 2016 Effective Date: \_\_\_\_\_

Project: <b>North Campus Paving</b>	Owner: <b>East Stroudsburg Area SD</b>	Owner's Contract No.:
Contract: <b>General Construction</b>		Date of Contract: <b>April 18, 2016</b>
Contractor: <b>Northeast Site Contractors</b>		Engineer's Project No.: <b>28703</b>

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Removal of existing soil and replacement with 2A modified stone, installation of underdrains, and additional full-depth paving repairs due to existing conditions.**

Attachments: (List documents supporting change): **Northeast Site Contractors' Change Order Request**

**Change Order Proposal Amount: \$25,675.00**  
**Less Project Allowance: \$17,087.20**  
**Change Order Amount: \$ 8,587.80**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>132,021.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>July 27, 2016</u> Ready for final payment (days or date): <u>August 3, 2016</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>0.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): <u>N/A</u> Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>132,021.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>July 27, 2016</u> Ready for final payment (days or date): <u>August 3, 2016</u>
[Increase] [Decrease] of this Change Order: \$ <u>8,587.80</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>15 days</u> Ready for final payment (days or date): <u>15 days</u>
Contract Price incorporating this Change Order: \$ <u>140,608.80</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>August 11, 2016</u> Ready for final payment (days or date): <u>August 18, 2016</u>

RECOMMENDED: By: <u>Josh Grice, PE</u> Engineer (Authorized Signature) Date: <u>August 1, 2016</u>	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____
Approved by Funding Agency (if applicable): _____	Date: _____	Date: _____

9

iii



**AIA Type Document  
Application and Certification for Payment**

**TO (OWNER):** East Stroudsburg Area School D  
50 Vine Street  
East Stroudsburg, PA 18301

**PROJECT:** Lehman Intermediate School  
ESSD North Campus  
Lehman Township,

**APPLICATION NO:** Schedule 1  
**PERIOD TO:** 7/31/2016

**DISTRIBUTION TO:**

- OWNER
- ARCHITECT
- CONTRACTOR

**FROM (CONTRACTOR):** Northeast Site Contractors  
3240 Oak Grove Road  
East Stroudsburg, Pa 18302

**VIA (ARCHITECT):** D'Huy Engineering, Inc  
One East Broad Street  
Suite 310  
Bethlehem, PA 18018

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR:** North Campus Paving Repairs - Phase 1

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Stacy Dawn Polkirschak, Notary Public  
Middle Smithfield Twp., Monroe County  
My Commission Expires Sept. 29, 2016

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document 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 ..... \$ 132,021.00
- 2. Net Change by Change Orders ..... \$ 8,587.80
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 140,608.80
- 4. TOTAL COMPLETED AND STORED TO DATE ..... \$ 140,608.80

**CONTRACTOR:** Northeast Site Contractors  
3240 Oak Grove Road East Stroudsburg, Pa 18302

By: JK Winot / President Date: 9 August 16  
State of: PA  
County of: Monroe

- 5. RETAINAGE:
  - a. 10.00% of Completed Work \$ 14,060.89
  - b. 0.00% of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) ..... \$ 14,060.89

6. TOTAL EARNED LESS RETAINAGE ..... \$ 126,547.91  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 0.00  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ 126,547.91

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ 14,060.89  
(Line 3 less Line 6)

**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 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 ..... \$ 126,547.91  
(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 to the amount certified.)

ARCHITECT: Stacy Dawn Polkirschak Date: 8/11/16  
By: J. Grace

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	0.00	0.00
Total approved this Month	8,587.80	0.00
TOTALS	8,587.80	0.00
NET CHANGES by Change Order	8,587.80	

AIA Type Document  
Application and Certification for Payment

<p><b>TO (OWNER):</b> East Stroudsburg Area School D 50 Vine Street East Stroudsburg, PA 18301</p>	<p><b>PROJECT:</b> Lehman Intermediate School ESSD North Campus Lehman Township,</p>
<p><b>FROM (CONTRACTOR):</b> Northeast Site Contractors 3240 Oak Grove Road East Stroudsburg, Pa 18302</p>	<p><b>VIA (ARCHITECT):</b> D'Huy Engineering, Inc One East Broad Street Suite 310 Bethlehem, PA 18018</p>

**APPLICATION NO:** Schedule  
**PERIOD TO:** 7/31/2016

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT  
- CONTRACTOR

**CONTRACT FOR:** North Campus Paving Repairs - Pha

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Curb removal	2,666.60	0.00	2,666.60	0.00	2,666.60	100.00	0.00	266.66
2	Remove bollards	1,333.52	0.00	1,333.52	0.00	1,333.52	100.00	0.00	133.35
3	Remove pave full depth	13,315.92	0.00	13,315.92	0.00	13,315.92	100.00	0.00	1,331.59
4	Mill 1.5"	6,543.22	0.00	6,543.22	0.00	6,543.22	100.00	0.00	654.32
5	Strip and regrade swale	4,300.76	0.00	4,300.76	0.00	4,300.76	100.00	0.00	430.08
6	Underdrain	2,948.65	0.00	2,948.65	0.00	2,948.65	100.00	0.00	294.87
7	Sportsedge drain	12,043.20	0.00	12,043.20	0.00	12,043.20	100.00	0.00	1,204.32
8	New curb	6,003.20	0.00	6,003.20	0.00	6,003.20	100.00	0.00	600.32
9	6" 2A Modified	10,115.76	0.00	10,115.76	0.00	10,115.76	100.00	0.00	1,011.58
10	4" 19mm superpave	25,845.36	0.00	25,845.36	0.00	25,845.36	100.00	0.00	2,584.54
11	1.5" 9.5mm superpave	21,347.48	0.00	21,347.48	0.00	21,347.48	100.00	0.00	2,134.75
12	Relocate existing sign	166.69	0.00	166.69	0.00	166.69	100.00	0.00	16.67
13	New bollards	3,349.52	0.00	3,349.52	0.00	3,349.52	100.00	0.00	334.95
14	Topsoil/seed	2,953.92	0.00	2,953.92	0.00	2,953.92	100.00	0.00	295.39
15	General conditions	2,000.00	0.00	2,000.00	0.00	2,000.00	100.00	0.00	200.00
16	Unit price allowance 1	1,764.20	0.00	1,764.20	0.00	1,764.20	100.00	0.00	176.42
17	Unit price allowance 2	10,300.00	0.00	10,300.00	0.00	10,300.00	100.00	0.00	1,030.00
18	Unit price allowance 3	3,040.00	0.00	3,040.00	0.00	3,040.00	100.00	0.00	304.00
19	Unit price allowance 4	1,983.00	0.00	1,983.00	0.00	1,983.00	100.00	0.00	198.30
20	Change Order 1	8,587.80	0.00	8,587.80	0.00	8,587.80	100.00	0.00	858.78
<b>REPORT TOTALS</b>		\$140,608.80	\$0.00	\$140,608.80	\$0.00	\$140,608.80	100.00	\$0.00	\$14,060.89

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**AIA Type Document**  
**Application and Certification for Payment**

**TO (OWNER):** East Stroudsburg Area School D  
50 Vine Street  
East Stroudsburg, PA 18301

**PROJECT:** Lehman Intermediate School  
ESSD North Campus  
Lehman Township.

**APPLICATION NO:** 2  
**PERIOD TO:** 9/6/2016

**DISTRIBUTION TO:**  
- OWNER  
- ARCHITECT

**FROM (CONTRACTOR):** Northeast Site Contractors  
3240 Oak Grove Road  
East Stroudsburg, Pa 18302

**VIA (ARCHITECT):** D'Huy Engineering, Inc  
One East Broad Street  
Suite 310  
Bethlehem, PA 18018

**ARCHITECT'S PROJECT NO:**

**CONTRACTOR:**  
Notarial Seal  
Stacy Dawn Pokrutchak, Notary Public  
Middle Smithfield Twp., Monroe County  
My Commission Expires Sept. 29, 2016

**CONTRACT FOR:** North Campus Paving Repairs - Phase 1

**CONTRACT DATE:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document 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	\$	132,021.00
2. Net Change by Change Orders	\$	8,587.80
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	140,608.80
4. TOTAL COMPLETED AND STORED TO DATE	\$	140,608.80

5. RETAINAGE:		
a. 0.00% of Completed Work	\$	0.00
b. 0.00% of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00

6. TOTAL EARNED LESS RETAINAGE	\$	140,608.80
(Line 4 less Line 5 Total)		

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	126,547.91
(Line 6 from prior Certificate)		

8. CURRENT PAYMENT DUE	\$	14,060.89
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9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	0.00
(Line 3 less Line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	8,587.80	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>8,587.80</b>	<b>0.00</b>
NET CHANGES by Change Order	8,587.80	

**CONTRACTOR:** Northeast Site Contractors  
3240 Oak Grove Road East Stroudsburg, Pa 18302

By: BK Winot Brian K. Winot / President  
State of: PA  
County of: Monroe  
Subscribed and Sworn to before me this 12 Day of August 20 16  
Notary Public: Stacy Dawn Pokrutchak  
My Commission Expires: Sept. 29, 2016

**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 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** ..... \$ 14,060.89

(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 to the amount certified.)

**ARCHITECT:** Stacy Dawn Pokrutchak Date: 9/19/16

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.

AIA Type Document  
Application and Certification for Payment

TO (OWNER): East Stroudsburg Area School D  
50 Vine Street  
East Stroudsburg, PA 18301

PROJECT: Lehman Intermediate School  
ESSD North Campus  
Lehman Township,

APPLICATION NO: 2  
PERIOD TO: 9/6/2016

DISTRIBUTION  
TO:  
- OWNER  
- ARCHITECT  
- CONTRACTOR

FROM (CONTRACTOR): Northeast Site Contractors  
3240 Oak Grove Road  
East Stroudsburg, Pa 18302

VIA (ARCHITECT): D'Huy Engineering, Inc  
One East Broad Street  
Suite 310  
Bethlehem, PA 18018

ARCHITECT'S  
PROJECT NO:

CONTRACT FOR: North Campus Paving Repairs - Pha

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Curb removal	2,666.60	2,666.60	0.00	0.00	2,666.60	100.00	0.00	0.00
2	Remove bollards	1,333.52	1,333.52	0.00	0.00	1,333.52	100.00	0.00	0.00
3	Remove pave full depth	13,315.92	13,315.92	0.00	0.00	13,315.92	100.00	0.00	0.00
4	Mill 1.5"	6,543.22	6,543.22	0.00	0.00	6,543.22	100.00	0.00	0.00
5	Strip and regrade swale	4,300.76	4,300.76	0.00	0.00	4,300.76	100.00	0.00	0.00
6	Underdrain	2,948.65	2,948.65	0.00	0.00	2,948.65	100.00	0.00	0.00
7	Sportsedge drain	12,043.20	12,043.20	0.00	0.00	12,043.20	100.00	0.00	0.00
8	New curb	6,003.20	6,003.20	0.00	0.00	6,003.20	100.00	0.00	0.00
9	6" 2A Modified	10,115.76	10,115.76	0.00	0.00	10,115.76	100.00	0.00	0.00
10	4" 19mm superpave	25,845.36	25,845.36	0.00	0.00	25,845.36	100.00	0.00	0.00
11	1.5" 9.5mm superpave	21,347.48	21,347.48	0.00	0.00	21,347.48	100.00	0.00	0.00
12	Relocate existing sign	166.69	166.69	0.00	0.00	166.69	100.00	0.00	0.00
13	New bollards	3,349.52	3,349.52	0.00	0.00	3,349.52	100.00	0.00	0.00
14	Topsoil/seed	2,953.92	2,953.92	0.00	0.00	2,953.92	100.00	0.00	0.00
15	General conditions	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
16	Unit price allowance 1	1,764.20	1,764.20	0.00	0.00	1,764.20	100.00	0.00	0.00
17	Unit price allowance 2	10,300.00	10,300.00	0.00	0.00	10,300.00	100.00	0.00	0.00
18	Unit price allowance 3	3,040.00	3,040.00	0.00	0.00	3,040.00	100.00	0.00	0.00
19	Unit price allowance 4	1,983.00	1,983.00	0.00	0.00	1,983.00	100.00	0.00	0.00
20	Change Order 1	8,587.80	8,587.80	0.00	0.00	8,587.80	100.00	0.00	0.00
<b>REPORT TOTALS</b>		<b>\$140,608.80</b>	<b>\$140,608.80</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$140,608.80</b>	<b>100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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244 Ton Salt + Mix 1-2016-3-2016		
Jeremy Smith	Precision	
244.00	244.00	
\$90.00	Ton Rate	\$115.00 Ton Rate
\$21,960.00		\$28,060.00
	Equipment Resica	
Jeremy Smith	Percision	
\$95.00	Rate	\$75.00 Rate
6.00	Hours	6.00 Hours
\$570.00		\$450.00
10	Events	10 Events
\$5,700.00	Equipment	\$4,500.00 Equipment
\$21,960.00	Salt	\$28,060.00 Salt
\$27,660.00		\$32,560.00
	Equipment Middle Smithfield	
Jeremy Smith	Percision	
\$95.00	Rate	\$75.00 Rate
10.00	Hours	10.00 Hours
\$950.00		\$750.00
10	Events	10 Events
\$9,500.00	Equipment	\$7,500.00 Equipment
\$21,960.00	Salt	\$28,060.00 Salt
\$31,460.00		\$35,560.00





EAST STROUDSBURG ELEMENTARY

2016-17

Bidder	Bid Bond	Non-collision Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Percision Excavating	x	x	\$80.00	\$85.00		\$180.00	\$85.00

2017-18

Bidder	Bid Bond	Non-collision Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Percision Excavating	x	x	\$80.00	\$85.00		\$180.00	\$85.00

2018-19

Bidder	Bid Bond	Non-collision Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00



























JM HILL

2016-17

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Precision Excavating	x	x	\$84.00	\$90.00		\$178.00	\$85.00

2017-18

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Precision Excavating	x	x	\$84.00	\$90.00		\$178.00	\$85.00

2018-19

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00





SMITHFIELD

2016-17

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Percision Excavating	x	x	\$84.00	\$90.00		\$178.00	\$85.00

2017-18

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00
Percision Excavating	x	x	\$84.00	\$90.00		\$178.00	\$85.00

2018-19

Bidder	Bid Bond	Non-collusion Affidavit	Per ¼ Ton Pickup w/ Plow & Spreader	Per One Ton w/Plow & Spreader	Per double Axle Dump w/Plow & Spreader	(If Needed) Snow Removal Loader/ Trucking	Salt/Cinder Mix 80/20 \$/ Ton
Jeremy Smith	x	x	\$95.00	\$95.00		\$89.00	\$90.00







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425 McFarlan Road, Suite 100  
 Kennett Square, PA 19348  
 610-444-4402 1-800-220-4402  
 FAX: 610-444-3359  
 E-mail: info@recreation-resource.com  
 Website: www.recreation-resource.com

# Quote

DATE	Quote No.
9/30/2016	Q16-162P4

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance.

Typographical and stenographic errors subject to corrections. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the Purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TO:  
 East Stroudsburg Area SD  
 Attn: Curtis Beam/Scott Ihle  
 Ph: 570-807-6214  
 curtis-beam@esasd.net  
 scott-ihle@esasd.net

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Larry

Quote valid for 30 days.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
Re: J. M. Hill Elementary - buckle bridge replacement					
BCI	BCI Burke 370-0349, Narrow stairway, 40", Brown	1	ea	1,185.00	1,185.00
BCI	BCI Burke Pipe Wall (color to be specified)	1	ea	733.00	733.00
Ship-PA	Estimated Shipping -			338.75	338.75
Install	Installatilon of above equipment and removal of existing buckle bridge - Does not include disposal			1,650.00	1,650.00

NOTE: Height and measurements will need to be confirmed prior to ordering. Does not include replacement of clamps, if needed.

To confirm order, sign: _____ Date: _____	<b>TOTAL</b> \$3,906.75
---	-------------------------

Please provide ship to and bill to addresses, phone # and special instructions, and return one copy. A deposit or payment in full may be required to place your order. There is a 3% service charge for orders over \$5,000 that are paid by credit card.

PLEASE NOTE-OUR ADDRESS HAS CHANGED TO 425 McFARLAN ROAD, SUITE 100, KENNETT SQUARE, PA 19348. PLEASE CHANGE YOUR DATABASE.



Recreation Resource USA

ALL of the following information is required to process your order:
(Victor Stanley will NOT accept an order if ANY of the information is missing)

BILL TO: \_\_\_\_\_ SHIP TO: \_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

24 Hour Call-Before Delivery Contact Name and Phone number:

Project Name: \_\_\_\_\_
Project Installation Location: \_\_\_\_\_
Bond Number & Surety Company (if applicable): \_\_\_\_\_
Liftgate required (\$135)? ( y / n ) If No, equipment used to offload (forklift, hand, etc)? \_\_\_\_\_
Delivery address type (warehouse, office, jobsite, etc): \_\_\_\_\_
Delivery address has loading dock? ( y / n ) Normal staffed hours: \_\_\_\_\_ Limited access? ( y / n ) \_\_\_\_\_
Requested delivery date: \_\_\_\_\_
Reason for Requested Delivery Date (ie Memorial, Special Event, Grand Opening, etc. or N/A / Flexible): \_\_\_\_\_
Will you accept delivery before requested delivery date ( y / n ) If Yes, when is earliest you will accept delivery? \_\_\_\_\_
Color? Black / Blue / Bronze / Burgundy / Gray / Green / Red / Tavern Sq Green / Teal / White / OTHER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TERMS AND CONDITIONS

IMPORTANT: Your signature acknowledges your acceptance of these terms and conditions and confirms your order.

WARNING: Installation of playground equipment over a hard surface such as concrete, asphalt or packed earth may result in serious injury from falls. Resilient materials under and around all equipment should comply with the recommendations of CPSC and ASTM guidelines.

SHIPMENTS RECEIVED IN DAMAGED CONDITION

Responsibility rests with the receiving party for initiating claims for freight damage, missing parts, etc. within 24 hours of receipt of delivery. Call 800-220-4402.

TYPOGRAPHICAL ERRORS

Stenographic and clerical errors, whether in mathematical computation or otherwise, made by Seller on either an estimate or invoice issued to Buyer shall be subject to correction. We take no responsibility for your plan takeoffs - purchaser is responsible for correctness of all part numbers, models, descriptions, etc. Deviation from specifications found on documents and plans is the responsibility of the purchaser to verify with the architect, engineer, owner, etc.

DELAYS

We are not responsible for delays which are caused by factors beyond our control, including but not limited to strikes, boycott, weather, fires, floods, civil unrest, acts of God, shortages of fuel, labor, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

ASSEMBLY AND INSTALLATION

Assembly and installation is the responsibility of the owner unless specified in the quote. Products are inspected prior to shipment. Recreation Resource shall not be responsible for defects or modifications to products due to improper installation or assembly.

TITLE

Although title passes to Buyer in accordance with the F.O.B. terms on the front of this contract, Recreation Resource, USA retains all lien rights until Buyer's obligations, including full payment, are fully discharged.

TIMELY PAYMENT

Amounts not paid when due under this contract will incur interest charges at current rates and discounts will be void. If order is placed on hold payment in full is due 30 days after the date the order is placed on hold. A 3% service charge is applied to payments over \$5000 made by credit card.

WARRANTY

Victor Stanley warrants to the original purchaser the goods manufactured by Victor Stanley to be free from defects in material and workmanship for one year under normal use and service. Their obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our/their examination shall disclose to our/their satisfaction to be

defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. All implied warranties are hereby excluded, including implied warranty of merchantability and fitness for particular purpose. Seller will not be liable for any consequential or special damages resulting from its performance hereunder. Victor Stanley, Inc. warranty is valid only if exact name and location of project are specified. If products are installed elsewhere, warranty is invalidated.

CHANGES TO DELIVERY

Any changes to shipment location, date, delivery timeframe, liftgate, limited access site, etc. that incur a fee shall be absorbed in full by the customer.

RESTOCKING FEE

STOCK MATERIAL may be returned by customer subject to a 30% restocking fee with a minimum charge of \$25.00. Customer will also absorb all freight charges for returns.

STORAGE FEES

If it should become necessary to store products that have been produced for delivery but Buyer cannot or will not receive shipment as scheduled, Buyer shall be responsible for any and all storage charges incurred.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Recreation Resource USA, Buyer agrees to pay to Recreation Resource USA the cost of collection, including its reasonable attorney's fees and suit costs.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms, and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Recreation Resource USA makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

HOT DIPPED GALVANIZING

Hot-Dip Galvanizing is performed for us by an experienced qualified firm to which we ship our products for galvanizing. Hot-Dip Galvanizing includes an aggressive pre-treatment and immersion in a tank of charged liquid zinc at or around 860 °F (460 °C). The resulting surface is resistant to rust but has some unevenness resulting from the bonding of the zinc to the steel surface. As a result, the powder-coating surface finish over that galvanized surface may exhibit