

# East Stroudsburg Area School District

## *Request for Proposals*

### *Construction Counsel Legal Services*

1. **INTENT**

The EAST STROUDSBURG AREA SCHOOL DISTRICT (the "District") is soliciting proposals from qualified, licensed attorneys to represent the District in public school construction related matters. The term of the engagement is from \_\_\_/1/18 – 6/30/19.

2. **QUALIFICATION REQUIREMENTS**

Respondents to this RFP must meet the following minimum requirements:

- a) Member in good standing of the Bar of the Supreme Court of Pennsylvania
- b) Must have experience with Pennsylvania and nationwide government construction laws, and a minimum of five (5) years working with or for Pennsylvania school districts on public construction related matters.
- c) Ability to provide same day response.

3. **SCOPE OF SERVICE**

The District has an enrollment of approximately \_\_\_\_\_ students and maintains ten (10) school buildings: two (2) high schools, two (2) intermediate schools, and six (6) elementary schools. In conjunction with the construction, reconstruction, and maintenance of its school buildings, the school district requires legal counsel with specialized knowledge of the law concerning public construction to provide advice, guidance and recommendations to the School Board and appropriate administrators on an as-needed basis.

4. **TIME FRAME**

The successful attorney will be expected to commence the provision of services on \_\_\_\_\_, 2018 and will continue through June 30, 2019.

5. **PROJECT MANAGEMENT**

The Superintendent of Schools shall be the primary contact person with the successful attorney. However, this responsibility may be delegated by the Superintendent to other School District Administrators, employees or representatives as appropriate.

6. **PROPOSALS**

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto will not become public information until selection of the successful respondent.

a) **Submission and Deadline**

All Proposals must be received by 2:00PM, \_\_\_\_\_, 2018. One original and twelve (12) copies shall be submitted to:

William Riker, Superintendent  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301

Questions about this RFP may be directed to School District Solicitor Christopher S. Brown, 570-421-5653 or [chris@dirvonas.com](mailto:chris@dirvonas.com).

All attorneys who are furnished a copy of this RFP, but who decide not to offer a Proposal to the District, are asked to submit a negative reply. Specific comments and observations are encouraged.

**LATE PROPOSALS WILL NOT BE CONSIDERED**

b) **Submittal Letter**

Respondents shall submit a cover letter, addressed to the Superintendent and signed by the Respondent, which provides an overview of the respondent's offer as well as the name, title and phone number of the person to whom the District may direct questions concerning the proposal. The letter should also include a statement by the Respondent accepting all terms and conditions contained in this RFP, signed by the Respondent.

c) **Budget/Fee Proposal**

All respondents are required to complete and submit a detailed itemized fee schedule and expected schedule of payment to perform all services. As part of the proposal, each response must provide the following: (a) a single hourly rate for the Respondent and a separate single hourly rate for associate attorneys, as applicable; (b) an hourly rate for clerical, paralegal or other professional; and (c) a schedule of all out-of-pocket disbursements which are anticipated to result in a charge to the Board/District. Note that the Board/District expects that these reimbursable charges will be charged at the firm's actual cost, without additional mark-up. The District is exempt from the payment of excise taxes, transportation and sales taxes imposed by the Federal Government and/or the Commonwealth of Pennsylvania. Such taxes must not be included.

The Board reserves the right to negotiate fees and payment schedules with the selected respondent.

d) **Form of Contract**

The District intends to enter into a contract with the most responsible Respondent whose proposal is determined to be in the best interest of the District. The form of contract for any award made as a result of this proposal will be a District purchase order, referencing this RFP, which shall be considered as part of the contract. The amount will be based on the fees shown in this proposal, as modified if necessary during negotiations. If

Respondent will require the Board to sign an additional or separate contract, a copy of the proposed contract must be included with the proposal.

7. **EVALUATION AND AWARD**

a) **Selection Criteria**

The following criteria will be used, without limitation, in evaluating proposals and determining the most responsive Respondent:

- i. The Respondent's technical understanding of the scope of services and proposed professional services as evidenced by the proposal submitted.
- ii. The background and experience of the Respondent in providing similar services as well as the specific background, education, qualifications and relevant experience of key personnel to be assigned to the contract.
- iii. Location of Firm's office.
- iv. Proposed fees and costs, although the District is not bound to select the Respondent who proposes the lowest fees. The District reserves the right to negotiate fees with Respondents.
- v. Any other information obtained by the District
- vi. Best interests of the District.

b) **Selection Procedure**

The District intends to enter into a contract with the most responsible Respondent whose proposal is determined to be in the best interest of the District.

- i. The District reserves the right to reject any or all proposals or parts thereof for any reasons, to negotiate changes to proposal terms, to waive minor inconsistencies with the RFP, and to negotiate a contract with the successful Respondent.
- ii. The District will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will not be considered.
- iii. The District will evaluate all responsive and responsible proposals based on the criteria set forth in Section 7a, above. Any proposal that does not address all requested requirements or is incomplete may be rejected.
- iv. The District may conduct interviews of the Respondents it judges to be the most qualified to perform the services required, based upon the criteria in this RFP. If so, Respondents will be notified in advance of the proposed interview date. If conducted, interviews may be conducted in person or by conference call. Respondents are advised that the District reserves the right to award this contract solely on the basis of the submitted proposals.

8. **GENERAL REQUIREMENTS AND CONDITIONS**

a) **Insurance**

The selected Respondent shall be required to furnish proof of the following insurance coverage within ten (10) days of the receipt of the Notice of Selection. Insurance shall be issued by an insurance company licensed to conduct business in the Commonwealth of

Pennsylvania with a Best's key Rating of A- or better. Any and all exceptions must be approved by the District. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions or renewals thereof. Each insurance certificate shall contain a thirty (30) day notice of cancellation. All renewal certificates shall be furnished at least thirty (30) days prior to policy expiration.

- i. Commercial General Liability, including Contractual Liability Insurance, with limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate. All, if any, deductibles are the sole responsibility of the Respondent to pay and/or indemnify.
- ii. Workers' Compensation if required by Pennsylvania law.
- iii. Professional Liability Insurance including errors and omissions with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Any changes to the Respondent's policy or carrier from year to year will include "Full Prior Acts" coverage.
- iv. The East Stroudsburg Area School District is named as an Additional Insured, under the Commercial General Liability insurance policy. Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.
- v. It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Respondent by virtue of its promise to hold the District harmless so that in the event that any claim results in a settlement or judgment in any amount above the limits set in Paragraph 8.1 herein, the Respondent shall be liable to, or for the benefit of, the District for the excess.
- vi. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals thereof. The Respondent agrees to comply with any and all reasonable insurance requirements or modifications requested by the District.
- vii. Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The legal firm agrees that such default may be cured by procurement of insurance on behalf of the Respondent, at Respondent's expense, at the District's option.

b) **Hold Harmless Agreement**

In addition to its obligation to provide insurance as specified above, the Respondent shall indemnify and hold harmless the District, including but not limited to, its elected officials, its officers, employees, and agents, from any and all claims made against the District, including but not limited to, damages, awards, costs, and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, willful or negligent performance of services by the Respondent during the Respondent's performance of this Agreement. The District agrees to give the legal firm prompt notice of any such claim and, absent a conflict of interest, an opportunity to control the defense thereof.



C) **Conditions**

Respondents to this RFP will be expected to adhere to the following conditions and must make a positive statement to that effect in the proposal submitted:

- i. The selected Respondent shall have an office or facility in Pennsylvania. The specific location of the facility must be identified in the proposal submitted.
- ii. The selected Respondent shall have personnel/resources sufficient to assure service continuity and agree to maintain an adequate level of qualified personnel for the term of the Agreement.
- iii. The selected Respondent shall agree to maintain and preserve the confidentiality in all matters relating to the resultant contract and services provided under it.
- iv. The selected Respondent shall agree that the District and the Respondent may terminate the contract at any time with ninety (90) days written notice. In the event of termination, the District shall pay the Respondent for any services rendered prior to termination. However, if the selected Respondent has damaged the District in any way, such payment may be withheld until the District determines whether or by how much such payment should be reduced.
- v. The selected Respondent shall agree to accept and follow management direction from the District and specifically the District's designated personnel.
- vi. The selected Respondent shall agree to conform to all applicable laws and ordinances and statutes of the United State and the Commonwealth of Pennsylvania.
- vii. The selected Respondent shall agree that if the District cannot in good faith negotiate a written contract within a reasonable time with the selected Respondent, the District may unilaterally cancel its selection of that Respondent.
- viii. The selected Respondent shall agree that periodic payments to the Respondent will be made as agreed upon in the contract.
- ix. The selected Respondent shall agree that the contract between the District and Respondent shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, and that the forum for any dispute between the District and the Respondent lies exclusively in Monroe County, Pennsylvania.

9. **PRINCIPALS/COLLUSION**

By submission of a proposal, the Respondent does declare that the only person or persons interested in this proposal as principal or principals is/are named therein and that no other person other than therein mentioned has any interest in this proposal or contract to be entered into; that this proposal is made without connection with any person, company or parties making a proposal, and that it is in all respects fair and in good faith without collusion or fraud.

10. **CONFLICT OF INTEREST**

Respondents shall provide a statement of any potential conflict of interest that may exist in rendering service to and in representing the District.

11. **DISCIPLINARY ACTION**

Respondent shall provide a statement that neither Respondent nor any attorney affiliated with Respondent has, within five years preceding the date of submission, been disciplined by the Disciplinary Board of the Supreme Court of Pennsylvania or any other like authority in another state.

12. **AFFIRMATIVE ACTION STATEMENT**

As a condition of doing business with the District, the legal firm must comply with all Federal and Commonwealth laws and orders pertaining to non-discrimination.

13. **TAXPAYER IDENTIFICATION NUMBER**

The selected Respondent shall submit to the District a completed *Internal Revenue Service Form W-9, Payers Request for Taxpayer Identification Number*.

14. **ALTERNATIVES AND EXCEPTIONS**

Only slight additions or changes would be expected to be negotiated with the successful Respondent in order to resolve any variances between the proposal and the final contract. Respondents may submit alternate proposals which deviate from this RFP or take exceptions to this RFP; however, alternates and exceptions shall be clearly identified as such, and shall include a discussion of the purpose and benefits to such alternate/exception, and the District is not bound to accept them if it determines that they are not in the best interest of the District.

15. **ADDITIONAL INFORMATION AND REVISIONS TO PROPOSALS**

Information may be provided to potential Respondents for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Prospective Respondents shall be afforded fair and equal treatment with respect to additional information and revision of proposals.

# ATTACHMENT VI.C.1

APPLICATION AND CERTIFICATION FOR PAYMENT  
 TO: East Stroudsburg Area School District  
 50 Vine Street  
 East Stroudsburg, PA 18301

AIA DOCUMENT G702  
 APPLICATION NO.: 7  
 PROJECT: J T Lambert Intermediate School Masonry Repairs  
 PERIOD TO: 6/30/18  
 PROJECT NO: 287005  
 CONTRACT DATE:

FROM CONTRACTOR:  
 Jones Masonry Restoration Corporation  
 CONTRACT FOR: VIA ARCHITECT:  
 D'Huy Engineering, Inc.

CONTRACTOR'S APPLICATION FOR PAYMENT  
 East Stroudsburg Area School District  
 Application is made for payment, as shown below, in connection with the Contract.  
 Continuation Sheet, AIA Document G703, is attached.


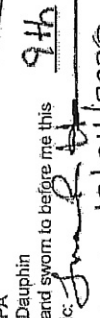
Page one of 2 Pages

Distribution to:

OWNER	
ARCHITECT	X
CONTRACTOR	

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.

- Original Contract Sum \$ 1,548,000.00
- Net change by Change Orders \$ 3,859.50
- Contract Sum to Date (line 1 + 2) \$ 1,551,859.50
- TOTAL COMPLETED & STORED TO DATE (COLUMN G ON G703) \$ 1,551,859.50
- RETAINAGE:
  - % of Completed Work \$ 0.00 (Column D + E on G703)
  - % of Stored Material \$ 0 (Column F on G703)
- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,551,859.50
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,533,881.85
- CURRENT PAYMENT DUE \$ 17,977.85
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00


CONTRACTOR: Jones Masonry Restoration Corporation  
 By:  Date: 7/9/18  
 State of: PA  
 County of: Dauphin  
 Subscribed and sworn to before me this 9th day of July 2018  
 Notary Public:   
 My Commission expires: 10/04/2020  
 COMMONWEALTH OF PENNSYLVANIA  
 NOTARIAL SEAL  
 Trina R. Hardison  
 Lower Paxton Twp, Dauphin County  
 My Commission expires 10/04/2020

**ARCHITECT'S CERTIFICATE FOR PAYMENT**  
 In accordance with the Contract Documents, based 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.....\$ 17,977.85

(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.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by owner	17,375.00	
Total approved this Month	-13,515.50	
<b>TOTALS</b>	3,859.50	
<b>NET CHANGES BY Change order</b>	3,859.50	

BY:  Date: 7/9/2018  
 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

APPLICATION NO. 6  
 PERIOD ENDING 12/15/2017  
 Architects No. 287005

Project No.	DESCRIPTION OF WORK	SCHEDULED VALUE	PREVIOUS	THIS PERIOD	STORED MATERIAL	TOTAL COMPLETE	% COMPLETE	BALANCE TO FINISH	RETAINAGE
1	Mobilization	142,500.00	142,500.00			142,500.00	100%	0.00	7,125.00
2	Submittals	28,500.00	28,500.00			28,500.00	100%	0.00	1,425.00
3	Bond	46,440.00	46,440.00			46,440.00	100%	0.00	2,322.00
4	JT Lambert								
5	Masonry Cleaning	60,000.00	60,000.00			60,000.00	100%	0.00	3,000.00
6	Masonry Veneer Replacement	292,310.00	292,310.00			292,310.00	100%	0.00	14,615.50
7	Caulking	72,000.00	72,000.00			72,000.00	100%	0.00	3,600.00
8	Window Head Repair	150,000.00	150,000.00			150,000.00	100%	0.00	7,500.00
9	Site Walls Reconstruction	375,000.00	375,000.00			375,000.00	100%	0.00	18,750.00
10	Steel	80,000.00	80,000.00			80,000.00	100%	0.00	4,000.00
11	Metal Coping	15,000.00	15,000.00			15,000.00	100%	0.00	750.00
12	Landscaping	10,000.00	5,000.00	5,000.00		10,000.00	100%	0.00	500.00
13	Lintel Replacement	5,000.00	5,000.00			5,000.00	100%	0.00	250.00
14	Alternate#1	18,000.00	18,000.00			18,000.00	100%	0.00	900.00
15	Allowance	105,400.00	88,906.55	2,977.85		91,884.50	87%	13,515.50	4,594.23
16	North High School								
17	Masonry Veneer Replacement	80,000.00	80,000.00			80,000.00	100%	0.00	4,000.00
18	Repointing	40,000.00	40,000.00			40,000.00	100%	0.00	2,000.00
19	Caulking	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
20	Masonry Cleaning	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
	Sheet Metal	3,000.00	3,000.00			3,000.00	100%	0.00	150.00
21	Close Out Documents	5,000.00	5,000.00			5,000.00	100%	0.00	250.00
22	Demobilization	13,850.00	13,850.00			13,850.00	100%	0.00	692.50
	Change Order #1	17,375.00	17,375.00			17,375.00	100%	0.00	868.75
	Change Order #2 (unused allow.)	-13,515.50		-13,515.50		-13,515.50	100%	0.00	-675.75
		1,551,859.50	1,543,881.65	-5,537.65		1,551,859.50		13,515.50	77,592.98



**D'HUY Engineering, Inc.**  
 One East Broad Street, Suite 310 Bethlehem, PA 18018  
 Phone: 610.865.3000 Fax: 610.861.0181

**INVOICE**

No. 47314  
 02/28/2018

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Jeffrey Bader

**J. T. Lambert Intermediate School Masonry Investigation**  
**287005**  
 For Services Rendered From January 27, 2018 To February 23, 2018

**01 - Field Surveys & Probes**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$25,400.00	\$25,400.00	100.00	\$0.00

**02 - Analysis & Report**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$18,500.00	\$18,500.00	100.00	\$0.00

**03 - Natatorium at High School North**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$5,000.00	\$5,000.00	100.00	\$0.00

**04 - Design & Bidding for Masonry Repairs**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$64,000.00	\$64,000.00	100.00	\$0.00

**05 - Construction Services for Masonry Repairs**

Contract Maximum:	\$72,000.00
Previous Billings Against Maximum:	\$72,000.00
Current Billings Against Maximum	\$0.00
Balance After This Invoice:	\$0.00

**06 - Extended Design & Construction**

Contract Maximum:	\$21,000.00
Previous Billings Against Maximum:	\$20,853.35
Current Billings Against Maximum	\$146.65
Balance After This Invoice:	\$0.00

**Professional Services**

	Task	Hours	Rate	Amount
Principal Engineer	Document Review	.50	180.00	\$90.00
Senior Project Manager	Project Administration	1.00	130.00	\$130.00
<b>Total Professional Services for 06</b>				<b>\$220.00</b>
<b>Total Charges for 06</b>				<b>\$220.00</b>

**INVOICE TOTAL** \$146.65



# ATTACHMENT VI, E.1

7/16/2018

Wave • VLS Painting LLC • Estimate 1178

## ESTIMATE

Grand Total (USD)  
**\$4,575.60**

**BILL TO**  
**Robert Sutjak**  
Lehman intermediate School  
  
robert-sutjak@esasd.net

**Estimate Number:** 1178  
**Estimate Date:** July 14, 2018  
**Expires On:** July 31, 2018

Services	Quantity	Rate	Amount
<b>Interior Painting</b> Removed Peeling Paint From Cafeteria Ceiling	80	\$46.87	\$3,749.60
<b>Machine Rental</b> Electric Scissor Lift	1	\$567.00	\$567.00
<b>Subtotal:</b>			\$4,316.60
sales 6%:			\$259.00
<b>Total:</b>			\$4,575.60
<b>Grand Total (USD) :</b>			<b>\$4,575.60</b>

**VLS Painting LLC**  
East Stroudsburg, PA 18302  
United States

**Contact Information**  
570-213-9026  
www.vlspaintingllc.com

Amato Painting, LLC  
57 South Commerce Way Suite 310  
Bethlehem PA  
18040  
484-821-7112

Estimator: Ryan Amato  
484-821-7112



# Estimate


Robert Sutjak  
robert-sutjak@esasd.net  
5704248500

Job Address/Name:  
Remove loose paint

Estimate # 71  
Estimate Date 07/04/2018  
Balance Due \$4,400.00

Item	Description	Price
Cafeteria Ceiling	Ceiling	\$4,400.00

*Cover and protect floor to capture loose paint.  
Scrape off loose failing paint from the ceiling as seen. While up there determine why it is peeling.  
Present solution after determining why it is failing  
Price is for one helper and one painter to remove loose paint seen. Only failed pieces to be removed.  
Ceiling height was not determined from pictures, lifts are not included in the price, if a lift is needed we would add that at cost to final bill.  
One week specified and allowed for painters. We would offer a 5% discount if chosen to paint the ceiling.  
We would recommend to paint it now as we would already be mobilized. That cost is \$14,450 including the prep and painting, not including the discount. ✓*

Accept Estimate  Download

# ATTACHMENT VI . E . 3

POCONO PAINTING INC.  
 107 PENN STREET  
 EAST STROUDSBURG, PA 18301

## Estimate

Date	Estimate #
7/18/2018	211

Name / Address
50 Vine St. East Stroudsburg, Pa 18301

			Project
Description	Qty	Cost	Total
North Cafe ceiling - hand scrape loosely adhering paint to abate falling chips/flakes as directed by School District on a time and material basis not to exceed 128 man hours . Scope to include sweeping up chips . District staff to move tables and chairs in coordination with phasing.	128	60.00	7,680.00
two man lifts , ( scissors type) for the duration of job	2	893.00	1,786.00
		<b>Total</b>	\$9,466.00

# ATTACHMENT VI : F. 1

7/19/2018

Quote 0000063 from Karl Moeller Construction

Karl Moeller Construction  
 1164 Hillside dr  
 East Stroudsburg, Pa. 18301

## QUOTE

ESASD  
 50 Vine st  
 East Stroudsburg Pa 18301

Quote # 0000063  
 Quote Date 07/18/2018

Item	Description	Unit Price	Quantity	Amount
	Crack Seal	1140.00	1.00	1,140.00
	Seal Coat with GemSeal FedSpec 34833 sqft	34833.00	0.12	4,179.96
	Re-Strip all parking and ADA spaces and yellow on curbing	705.00	1.00	705.00
<b>NOTES:</b> Parking area main entrance ESASDS				
<b>Subtotal</b>				6,024.96
<b>Total</b>				6,024.96
<b>Amount Paid</b>				0.00
<b>Quote</b>				\$6,024.96

7/19/2018

Quote 0000062 from Karl Moeller Construction

Karl Moeller Construction  
1164 Hillside dr  
East Stroudsburg, Pa. 18301

# QUOTE

ESASD  
50 Vine st  
East Stroudsburg Pa 18301

Quote # 0000062

Quote Date 07/18/2018

Item	Description	Unit Price	Quantity	Amount
	Crack seal	840.00	1.00	840.00
	Seal Coat with GemSeal FedSpec 25666 sqft	0.12	25666.00	3,079.92
	Re-Strip all parking and ADA spaces	603.00	1.00	603.00
<b>NOTES:</b> Admin parking lot ESASDS				
				<b>Subtotal</b> 4,522.92
				<b>Total</b> 4,522.92
				<b>Amount Paid</b> 0.00
				<b>Quote</b> \$4,522.92

Proposal

**FASANO ENTERPRISES, INC.**

312 Abbey Road  
 Stroudsburg, PA 18360  
 (570) 420-9937

PROPOSAL SUBMITTED TO MR ROBERT SUTJAK	PHONE 570-424-8300	DATE 07/19/2018
STREET	JOB NAME SEAL COAT PARKING LOTS	

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of :

**50% DEPOSIT DUE PRIOR TO COMMENCING**

\_\_\_\_\_ )  
 \_\_\_\_\_ Dollar (\$)

**Terms :** NET 30 DAYS - Subject to credit approval. Service charge of 1 1/2% per month, (18% per year) will be charged on all unpaid bills over 30 days. All payments will be credited to oldest billing.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: Fasano Enterprises Inc. will not bear any responsibility or liability for any damage done by our employees, equipment, or subcontractors, to unmarked or incorrectly marked utility lines.

Authorized Signature \_\_\_\_\_

Todd R. Fasano

Note: This Proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_



Proposal

**FASANO ENTERPRISES, INC.**

312 Abbey Road  
Stroudsburg, PA 18360  
(570) 420-9937

PROPOSAL SUBMITTED TO EAST STROUDSBURG AREA SCHOOL DIST	PHONE 570-424-8500	DATE 07/19/2018
STREET 50 VINE ST.	JOB NAME SEAL COAT PARKING LOTS	
CITY, STATE, AND ZIP CODE EAST STROUDSBURG PA 18301	JOB LOCATION	
ATTENTION MR ROBERT SUTJAK	DATE OF PLANS	FAX NO.

We hereby submit specifications and estimates for:

LOT #1 HIGH SCHOOL DROP OFF:

APPROXIMATELY 38,300 SQ FT

COST: \$6,500.00

LOT #2 ADMINISTRATION OFFICE:

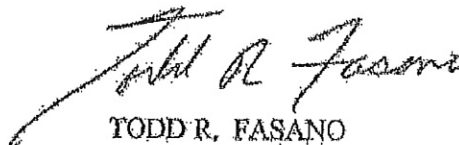
APPROXIMATELY 25,650 SQ FT

COST: \$4,500.00

AREAS WILL BE PREPARED FOR COAL TAR SEAL COAT. NO HOT TAR JOINT SEALING REQUESTED. ALL DIRECTION SIGNS AND PARKING LINES WILL BE RE-PAINTED. CURBING AT LOT #1 WILL BE PAINTED WHERE YELLOW PAINT EXISTS.

SIGN PAGE TWO AND RETURN PAGE ONE AND TWO TO ABOVE ADDRESS

THANK YOU!

  
TODD R. FASANO

11,000



Name EASTSBY School  
Address 50 Vine St

TOTAL PROFESSIONAL SERVICES

Residential: ASPHALT SEAL COATING Commercial: F.S. Phone 570-424-8500 x-10820

P.O. Box 728 • Bartonville, PA 18321  
Phone (570) 620-0674 • Cell (670) 656-3311  
Thomas Gallo, President

Sealcoating of Driveways • Parking Lots • Line Striping & Repairs • Excavating • Demolition  
Stone • Mulch • Top Soil • Landscape • Power Washing • Snow Plowing • Skid-Steer Rental

DESCRIPTION OF JOB:

① Power Clean Parking lot of main bus rdg  
Area is approx 30,000 sq ft  
Apply Perm Seal Coat From Seal-Master  
Restripe parking lot and curbs Cost: \$16,100

② Power Clean Parking lot of Administration Bldg  
Area is approx 20,625 sq ft  
Apply Perm Seal Coat From Seal-Master  
Restripe parking lot and curbs Cost: \$7,900

DIRECTIONS:

Length - Width \_\_\_\_\_ Total Square Feet \_\_\_\_\_  
Total Estimate \$ 14,600<sup>00</sup> Required Deposits = 0 Balance Due \$ 14,600<sup>00</sup> upon completion

Estimate given before work commenced. Workmanship guaranteed for 30 days.  
All work will be rescheduled weather permitting.  
Guarantee will be void if driveway or parking lot is maintained by anyone other than T.P.S. Sealcoating.  
No guarantee on grass or tree roots. No guarantee on water damage or cracks.  
Balance to be paid in full upon completion of work.  
Please make checks payable to T.P.S. Sealcoating.  
You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this contract.

Customer: \_\_\_\_\_ Signature: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: 7-23-18

Please return white copy with your deposit

ATTACHMENT VI.G.1

SCOREBOARD QUOTES MODELS 3614 AND 3602  
PA COSTARS# 014-084

**NEVCO**  
QUOTATION

Account Name	EAST STROUDSBURG AREA SD	Created Date	7/13/2018
Quote Number	00083739	Expiration Date	9/11/2018
Contact Name	Curtis Beam	Prepared By	Mark Hubert
Title	Facility Manager	Title	Display and Scoring Consultant
Phone	(570) 807-6214	Phone	(610) 247-4356
Email Address	<a href="mailto:curtis-beam@esasd.net">curtis-beam@esasd.net</a>	Email Address	<a href="mailto:mhubert@nevco.com">mhubert@nevco.com</a>

Quantity	Model/Part #	Product Description	Line Item Description	Color	Dimensions L x H x W/D	Total Price
1.00	3614	Football/Soccer LED Scoreboard	Red Led digits	#104 Medium Purple	18'x8'x8"	USD 8,825.70
1.00	MPCW-7	Controller MPCW-7 (Wired or Wireless)			0.9'x0.8'x4"	USD 924.42
1.00	MPCW-7 Outdoor Rec	Receiver MPCW-7 (Wireless) for outdoor scoreboards				USD 583.11
4.00	3602	Football/Soccer LED Scoreboard <i>Baseball</i>	Red Led digits	#104 Medium Purple	12'x5'x8"	USD 4,804.38
1.00	802-0305 - MPCX2 (Soccer)	Wireless Handheld Control			0.3'x0.5'x0.1'	USD 278.07
1.00	MPCX2 Rec - Outdoor x6xx	In-board Wireless Receiver Kit				USD 464.07

Ttl Shipping Wt (lbs)	1,110	Subtotal	USD 15,879.75
		Freight	USD 829.73
		Total	USD 16,709.48

Customers who purchased items in this quote also purchased the following:

Stadium Pro Sound Series



- Stadium Pro 1000 series and Stadium Pro 2000 series available
- Custom designed for the athletic market to provide complete coverage
- Single-point sound source system located at scoreboard
- Speakers and subwoofers will deliver clear, intelligible voice and concert quality music at high decibel levels throughout your facility
- 5 Year Warranty on loudspeakers and custom designed speaker cabinet

Smithfield Twp - Ken Wolf (Zoning Officer)

NO Permits  
NO Inspections Required

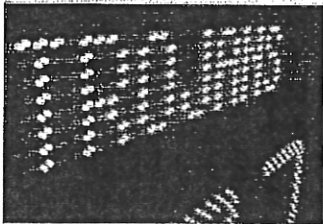
Quote Number 00083739 Visit Our Website [www.nevco.com](http://www.nevco.com)

Scorbitz



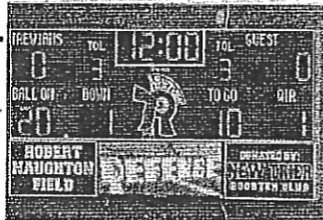
- Unlimited advertising revenue potential
- Real-time, streaming scores and updates on your smart phone and other internet devices
- Post or check upcoming game schedules
- Send notifications to phone to let fans know the game is about to start and after the game with the final score
- Enhance your relationships with fans and alumni

Electronic Team Names (ETN)



- Customize the team names
- Easily changed from game to game
- Program team names using the console control
- Bright, long-lasting, energy-efficient LED
- Perfect for Multi-team Complexes or facilities that host Tournaments
- Available on most models

Message Centers



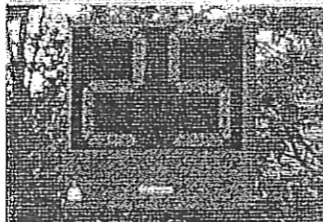
- Flexible advertising solution
- Exciting in-game animations
- Display additional stats and player info
- Long-lasting LED technology
- Full color and monochrome (red or amber)
- Many sizes to fit your scoreboard and venue

Extended Warranty



- Additional protection for 24 months
- Same terms as the included 5-year warranty
- Available for indoor or outdoor scoreboards
- Longest warranty available in industry

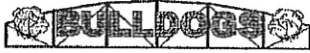
Delay of Game Timer (DGT)



- Large 30" digits easily seen from anywhere on the field
- Bright, long lasting, energy efficient LEDs
- Hand-held switch included for easy operation
- Operate wired or wireless
- Sponsor advertising panels available
- Also available with hand-held control for officials use

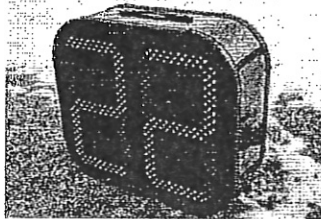


**Decorative Truss**



- Add a unique and professional look
- Durable powder-coated finish
- Easy installation
- Available in many configurations and sizes
- Add decorative letters and/or team mascot

**Segment Timers**



- Lithium ion battery: 6+ hours of operation
- Up to 40 programmable segments
- Portable, battery-operated (AA) hand-held control
- Auto horn and auto advance for each segment
- Change to next or previous segment while in use
- Available in 2 sizes with red or amber digits

**3-in-1 Scorers Table**



- Upgradable from Non-Lit to Rear-Lit to LED (cartridge-based system)
- Expandable: add on 8' or 10' sections for longer, seamless table
- Proven, Unique Transport System for easy storage, moving and maneuverability
- Floor Saver Footings protect your floor and hold table in place
- Industrial Powder Coat Finish resists scratches

**Billing/Shipping Information**

Bill To Name

EAST STROUDSBURG AREA SD

Ship To Name

EAST STROUDSBURG AREA SD

**Quote Terms and Conditions**

The above pricing is for equipment only and does not include installation (unless specified) or taxes (if applicable). Unless shown specifically in the quote, shipping is an additional cost and is not included. Credit terms determined upon receipt of purchase order. Shipping terms are F.O.B. Greenville, IL USA.

All Scoreboards and Message Centers are UL Listed and most come with our free 5-year guarantee (Exception: Special promotion/packages may have shorter warranty and are noted in product descriptions). Wireless components, UltraScore Portable Scoreboard and Solar Power Kit carry a 2-year guarantee. Hand-held controls and switches carry a 1-year guarantee.

Scoreboards are available in 15 standard colors at no extra charge. Please contact your consultant for production/shipping lead times.

Purchase Order  
Address

Neveco, Inc.  
301 East Harris Ave  
Greenville, IL 62246-2151

Remit To Address

Neveco Sports, LLC  
P.O. Box 74758  
Chicago, IL 60694-4758

Quote Number

00083739

Visit Our Website

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



SCOREBOARD QUOTES MODELS 3614 AND  
3602  
PA COSTARS# 014-084

800.851.4040 / 618.664.0360

Quote Acceptance

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_



ATTACHMENT VI - H: 1



KC Sign & Awnings  
142 Conchester Highway  
Aston, PA, 19014- USA  
Phone: (610)-497-0111 Fax: (610)-497-0110  
www.kcsignco.com  
info@kcsignco.com

**Quote Submitted To:**

EASTSTR003  
Curt Beam  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, pa 18301- USA

Phone: (570) 807-6214 Ext.  
Fax:  
Email: [curtis-beam@esasd.net](mailto:curtis-beam@esasd.net)

**Job Name and Location**

JT LAMBERT SCHOOL  
2000 MILFORD RD.  
EAST STROUDSBURG, PA 18301- USA

Quotation Number: 034990      Quote Date: 7/19/2018      Payment Terms: 50 Dep/Bal      Contact: Scoreboard      Page: Page 1 of 2

Quantity	Description	Unit Price	Extended Price
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1      OPTION A:      KC SIGN IS CO-STAR APPROVED #202108

INSTALLATION OF THE FOLLOWING:

- (1) NEVCO MODEL #3614 WIRELESS FOOTBALL/SOCCER SCOREBOARD - 8' H X 18' W - MOUNTED ON EXISTING POST

INSTALLATION OF THE FOLLOWING:

- (1) NEVCO MODEL #3602 WIRELESS FOOTBALL/SOCCER SCOREBOARD - 5' H X 12' W - MOUNTED ON EXISTING POST

PRICING INCLUDES REMOVAL/DISPOSAL OF CURRENT BOARDS

NOTE: QUOTE ASSUMES EXISTING POSTS ARE IN 2' INCREMENTS CENTERLINE TO CENTERLINE - IF NOT - LATERALS WILL BE REQUIRED

\$4,995.00      \$4,995.00

1      Outdoor Board Installation

- Quote assumes there are no obstructions under the area of install such as, bleachers and/or equipment.
- Quote assumes there is access to the site of install with a cement/crane truck.
- KC Sign will take care while driving on the field but cannot be responsible for any ruts and/or impressions left behind.
- If KC Sign is required to put dry mats and/or plywood down due to soft ground - additional charges will apply
- Quote assumes new control cable will pull thru existing customer supplied conduit by attaching to old cable. If new cable will not pull thru old conduit, a new price will be quoted to run new conduit.
- KC Sign Company does not accept any liability for the structural integrity of existing poles, foundations, building, etc. when adding new signage and/or awnings. KC Sign recommends an engineering study be done. Customer releases KC Sign of all liability in the event of a failure of existing structures.
- On the day of installation customer is responsible to have the scoreboard at the exact mounting location. If KC Sign needs to transport sign – additional charges may apply.

\$0.00      \$0.00

Quotation Number  
034990

Quote Date  
7/19/2018

Payment Terms  
50 Dep/Bal

Contact  
Scoreboard

Page  
Page 2 of 2

Quantity	Description	Unit Price	Extended Price
----------	-------------	------------	----------------

50% Down on any order, balance due upon completion unless otherwise agreed. Design sketches will be provided after deposit. Additional sketches or major changes will be charged at current hourly rate. A "sign off" will be provided if requested. Any errors or omissions discovered after "sign off" are the customer's responsibility. Sketches and artwork remains the property of KC Sign Co. Quoted prices do not include permit costs. All required permits, licensing and fees are the customer's responsibility unless otherwise agreed. If KC Sign Co. is contracted to obtain permits, an additional charge will apply in addition to the permit and licensing costs. Electric must be supplied to the site by the customer. If not available, additional charges will apply for electric hook-up. All prices do not include applicable taxes. Customer must supply "Tax Exempt" form to be exempt from sales taxes. All signs are the property of KC Sign Co. until paid in full. All signs are custom made; therefore any cancellation of work will result in the forfeiture of deposit monies. KC Sign Co. does not offer refunds on any products. Standard Warranty is available on all signs. Damages occurring from "acts of God" are beyond our control and do not fall under any warranties. Signature indicates that the above prices, specifications, and conditions are satisfactory and are hereby accepted. KC Sign is authorized to do the work as specified. If payment is not received by outlined terms above and one and one half percent (1.5%) monthly charge will be assessed to any order.

Taxable:	\$4,995.00
NonTaxable:	\$0.00
SalesTax:	\$299.70
Freight:	\$0.00
Misc:	\$0.00
Total:	\$5,294.70

**Thank You**

For: East Stroudsburg Area School District

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

ATTACHMENT VII. B. 1

MILLER FLOORING COMPANY, INC.  
SPORTS CONSTRUCTION DIVISION  
827 LINCOLN AVENUE, UNIT 15  
WEST CHESTER, PA 19380

REPORT / PROPOSAL

TO: JEFF BADER- EAST STROUDSBURG AREA S.D. FROM: BILL MILLER

JOB: LEHMAN INTERMEDIATE- GYM WATER DAMAGE DATE: JULY 25, 2018

Jeff: I have prepared a report proposal for the water damaged (111'4" x 90'0"= 10,017 sf) gym floor at Lehman Intermediate School in the East Stroudsburg Area School District. We propose to supply all materials, labor and equipment necessary to complete work as further specified.

**COSTARS 005-122 JANITORIAL SUPPLIES** COSTARS is the Commonwealth of Pennsylvania's cooperative purchasing program and serves as a conduit through which registered and eligible local public procurement units (LPPUs) and state-affiliated entities (Members) are able to leverage contracts established by DGS to cost effectively and efficiently identify suppliers with whom to do business.

**DGS Contact:** Kathy Lewis **Tel:** (717) 346-4056 **Email:** kalewis@pa.gov

**Inspection:** Jason Grayson from Miller Flooring inspected the gym floor on Monday per the request of the school district. Upon Jason's arrival he found the cupped and under pressure. It was explained the gym floor was exposed to water. Most of the moisture damage is concentrated in one area approximately 36' x 40'. The readings in this area range between 20% and 43% which is saturated. Areas just outside this area is reading 7% to 8%. The floor system is a 33/32" x 2-1/4" Channel-Clip type floor system which is constructed with steel channels shot to the concrete over 1/2" thick pre-grooved Celotex (Impregnated Homosote) insulation board. Maple flooring is then laid across the steel channels and clipped in place. This is a very strong floor system which restricts buckling. However, the floor system does not have ventilation capabilities and it is very unlikely to ever dry fully. If the maple is not repaired, you run the chance of mold forming and or dry rotting. Both can change the air quality in the room and the play of the floor.

**Recommendation:** I recommend removing all wet wood ASAP to avoid the wet flooring from wicking into adjacent dry areas. Once repaired, the floor should be fully sanded and refinished to ensure proper coloration to restore to its predamaged condition. If the moisture spreads and effects the play of the floor you may need to consider full replacement.

**PRICE OPTIONS:**

**Option #1: Repair, Sand & Refinish:** Remove the 36' x 40'= 1,440 square feet section of flooring. Replace all wet Celotex before the new maple flooring is installed. Square cut the repair along adjacent game lines to help disguise the repair work. Router cut a groove in the square cut edge of the maple flooring. Install a maple slip tongue in the routed groove, glued in place. Complete the square cut patch with new 33/32" x 2-1/4" 2nd & better MFMA northern hard maple flooring. Once repaired, sand 9,555 sf of maple flooring excluding the area beneath the stacked position of the bleachers. Sand with three grades of sand paper to remove all finish and paint from the floor. Vacuum and tack the floor free of dust. Apply two (2) coats of oil modified BONA US polyurethane VOC compliant 350 finish. Paint the lines and graphics to match the existing layout. Abrade the paint, vacuum and tack free of dust. Apply two (2) coats of BONA Sport VOC compliant oil modified polyurethane gym finish to complete the process. **Note-** The repair wood will not match the existing flooring coloration but will match species, size and system.....\$64,880.00

**Option #2: Full Floor Replacement:** Remove the entire floor (8,241 sf) floor system down to the concrete. Replace the floor with the same Channel-Clip type floor system to match like grade, size and species. Upgrade the Celotex sub floor to closed cell foam underlayment for no additional charge. Once installed per manufacture's recommendations, sand and finish the floor as specified above.....**\$170,485.00**

**Schedule:** Option #1 will take up to four (4) weeks including dry time. Option #2 will take up to eight (8) weeks including dry time.  
**Prevailing Wage Rates:** I have not included prevailing wage rates because this is an insurance funded project with direct payment to Miller directly from the insurance company.  
**Clarifications:** Miller will supply a dumpster for the removal of the damage flooring. The school district must supply; use of the school dumpster once the demo dumpster has been pulled off site for saw dust and debris, proper electric or generator to run our equipment, use of rest rooms and 24/7 access.  
**Exclusions:** Repair work not specified, athletic equipment, electric work, base, bonds, permits, prevailing wage rates and taxes.  
**Terms:** Net 30- 1.5% per month late fees- NO retainage held. Service charges added for credit card payments.  
**Acceptance:** The above terms, pricing, specifications and conditions are satisfactory and hereby approved. Payments will be made as outlined above.

Authorized Signature: \_\_\_\_\_ , \_\_\_\_\_  
East Stroudsburg Area S.D. Date  
Authorized Signature: Wm. H. Miller , July 25, 2018  
Bill Miller Date

To process this order please sign and fax to (610) 626-3000 or email to [carol@millerflooring.com](mailto:carol@millerflooring.com). Please follow with a purchase order from the school. Thank you for your consideration. *Bill Miller*