

V1.A.1

Department of Facilities Request to Hire Six (6) Additional Full Time Maintenance II Employees

The Facilities Department is requesting permission to hire six additional Maintenance II employees.

We currently have eight Maintenance II employees and one Maintenance Supervisor.

Since 2008 the Facilities Department has lost five employees due to quitting, retirement, furloughs and termination. These vacancies have never been filled.

Two of the proposed employees would be hired to strictly concentrate on HVAC preventative maintenance and minor repairs.

Responsibilities included are but not limited to the following:

- a) Filter replacement and cleaning of : Unit Ventilators, Rooftops, Air Handlers, Hallway Cabinet Heater Blower Coils, and Ceiling Heaters.
- b) Inspection and replacement of fan belts located within HVAC equipment.
- c) Inspect and clean the condensate pans and drains within HVAC equipment.
- d) Grease and oil motors and bearings where applicable.
- e) Clean condensing coils on chillers during spring and summer.
- f) Maintain inventory of all HVAC filters and belts.
- g) Perform preventative maintenance on exhaust fans throughout the district: Including inspection and replacement of belts. Grease and oil motors and pulleys.

Total District Units: 1,258

Total District Filters: 2,242

Total District Belts: 273

The district currently pays \$14,000 annually for filters.

The district currently changes the filters once per year. The hiring of additional Maintenance II employees would allow the number of filter changes and preventative maintenance to increase to three times per year, improving air quality and equipment efficiency.

Increasing the filter change from once a year to three times per year would raise the filter cost to \$42,000 per year.

The following is pricing that was received from Trane Building Services for proposed district wide (bi-annual) filter change and belt replacement.

Trane's proposal (2017 Pricing) for the above referenced service is \$120,600 for one year of service. The price is for labor only and **does not** include materials (filters and belts). The service agreement includes two filter changes per year.

The proposal from Trane (\$120,606) and the purchase of the filters supplied by the district (\$28,000) would cost the district \$148,606, annually.

Trane's service agreement = \$148,606

Vs.

Two Full time District Maintenance II employees = \$141,315

\$148,606 - \$141,315 = \$7,291 annual cost savings.

The second second set (two technicians) of the proposed Maintenance II positions would primarily focus on work orders and general maintenance duties. As of 09/26/2018 the facilities department has 893 open work orders in School Dude. In addition to the open work orders the department receives on average eight to ten "pick up work orders" per week.

We currently have two employees that work first shift (6:30am-3pm). One technician works primarily on HVAC issues and programming throughout the district. The other first shift employee's primary responsibilities are general maintenance, emergencies that are called in during the day and outside work orders such as scoreboards, site lighting, parking lot light timers, and various electrical and plumbing issues.

The third set (two technicians) of the proposed Maintenance II positions would hold the initial primary responsibility of pulling camera wire for future camera installation within the district buildings. These (2) individuals would work in conjunction with the I.T. department. At the completion of the district wide camera installation project these two employees would return to the Facilities Department as Maintenance II technicians fulfilling the task of completing work orders.

The department currently has six second shift employees. Two second shift employees report directly to the North Campus and handle the North Campus work orders and emergency situations. The remaining four second shift employees are responsible for all other work orders and emergencies that are assigned by the Maintenance Supervisor for the remaining district buildings.

The hiring of additional employees would allow the department to function more efficiently and complete more work orders. The department would also be able to focus the time and manpower needed to complete tasks that are being held off due to the current lack of manpower and time restraints. Such as preventative maintenance, exterior door checks, checking emergency lighting, exit lighting, and district wide roof inspections, etc.

Smaller projects can also be scheduled in-house with the district maintenance staff. Ex: Resica POD classroom wall addition, J.M.Hill stage demolition. Past projects such as these have been performed by outside contractors.

The pay rate for each additional Maintenance II employee, including second shift differential is \$17.50 per hour. This equals \$36,400 plus fringe benefits for a total of \$70,658.

Six employees @ \$70,658= \$423,948 annually.

The Facilities Department also experiences occasional unforeseen and unscheduled tasks and assignments which detracts from the completion of outstanding work orders.

A few examples are:

1. For four (4) weeks during August and September of 2017 we experienced a major mold remediation project which resulted in our staff designating a majority of their time removing student lockers in preparation of cleaning and then re-installing the lockers upon completion of remediation.
2. Within the last two (2) years we have filled requests from our Athletics Department to build, paint and install picture and plaque frames for High Schools South. We have also had similar requests from the Music Department.
These units are 4' x 8' and typically take one employee 8 hours to construct and install. During the past we have built seven (7) units within High School South. We are currently mirroring this project at H.S. North.
3. Emergency situations such as heat, air conditioning, issues concerning security of building entrance doors.
4. H.S.S./Lehman - During September of last year (2017) we utilized two (2) employees at 8 hours per day for three (3) weeks to locate and repair air leaks within our pneumatic air lines in order to correct and maintain the air conditioning.
5. During June of 2018 approximately 60 man hours were spent at Smithfield Elementary School pulling camera wires for future camera installation.

Projects such as these listed above result in a reduction of work order completion. With additional staff members, these unforeseen projects would result in less of an impact on maintaining/completing our work order requests.



October 4, 2018

Mr. Scott Ihle
East Stroudsburg Area School District
Carl T Secor Administration Building
50 Vine Street
East Stroudsburg, PA 18301

Project: ESASD NorthSite Intermediate/HS ATC Upgrade
Project No: 2310397
U. S. Communities Contract No: 15-JLP-023
U. S. Communities Quote No: 31-543115-18-001

Thank you for the opportunity to provide the following proposal for the replacement of the existing pneumatic controls system with Trane DDC controls in the North High School and Lehman Intermediate School.

Project Overview

1. This proposal is based on replacing the existing control system as outlined by the JCI as-built control drawings.
2. Removal of all existing JCI controllers and associated end devices. Devices within existing panels shall be demolished, we expect to re-use the existing enclosures for the new Trane controllers. In some cases, like for Tracer SC+ panels and Chiller/Boiler control, new panels will have to go in. All controls and associated appurtenances shall be disposed of properly.
3. The existing pneumatic ATC system is functioning poorly, the compressed air feeds ATC actuators through electric/pneumatic or electronic/pneumatic transducers. All pneumatic actuators and devices shall be demolished. New electric/electronic actuators shall be installed and wired.
4. Pneumatic tubing will be cut back and capped and/or removed, so as to present a neat and clean installation. Tubing from the walls or mains from the ceiling will not be demolished, but at existing controller locations making it evident that the pneumatics no longer function. Pneumatics within AHU's, UV's, etc. will be removed. The ATC compressor in the mechanical room shall remain and function for pneumatic tool, etc. usage.
5. Installation of new electric/electronic valves as outlined throughout this proposal.
6. The large valves in the main mechanical room shall be retrofitted with electric/electronic actuation, the valves are existing to remain.
7. Replacement of fuel oil system tank isolation solenoid valves.
8. New end devices (i.e. sensors, freeze-stat's, actuators) will be installed to replace old end devices.
9. Existing end device wiring is shall be reused as much as practical.
10. Installation of box covers wherever an existing junction box etc. is no longer used.
11. Trane will be re-using existing transformers and adding transformers as needed for additional capacity or if an existing transformer has failed.
12. The existing Trane chilled water pump controllers shall be upgraded to Trane "UC" DDC Controllers. A bridge shall be installed for communications to the existing chillers.



Project Narrative

Building Automation System (BAS) Architecture

The BAS will have a distributed architecture with local BACnet "UC" controllers at the unit level that communicate wirelessly to the system level Tracer SC+ controller(s). Tracer Ensemble Server software shall communicate to the Tracer SC+ panels and provide a single entry point to the campus.

The system shall be accessed via web browser like Internet Explorer, Chrome, or Firefox and user/password.

All Air Handling Units (AHU's), Heat Exchange AHU's, Unit Vents, Variable Air Volume (VAV) boxes, and Water Systems shall have individual graphics. Each floor plan section of the building will be depicted graphically.

ESASD shall be required to provide Ethernet LAN network drops at Tracer SC+ panels and Microsoft SQL Server database.

Building Automation System (BAS) Training

Trane will provide training to District personnel on the use of Tracer Ensemble and Tracer SC+. Training will include system navigation, creating users, defining user access levels, changing set-points, changing schedules, data logging, alarm logging, and troubleshooting. Training will be on-site where users can ask questions specific to this facility. Up to one week of onsite training will be provided.

Additionally, within the Trane MD/PA sales district we annually host a Tracer Ensemble Operations training course which is taught by a BAS instructor from Trane's BAS headquarters in St. Paul. Included is 2 seats in Tracer Ensemble Operations training, which is two and a half days of factory training in our Harrisburg, Wilkes-Barre, or Allentown offices (hotel, expenses, and transportation not included).

Hot Water Boiler System

Furnish and install DDC controls required to stage (3) boilers and control hot water pumps. Provide and install boiler inlet and outlet temperature sensors and system supply and return temperature sensors. 3-way valve for hot water loop temperature reset shall be retrofitted with electric/electronic actuation. Hot water pumps shall control to differential pressure from new differential pressure transducer. Furnish and install for combustion air control. Interface for boiler and pump alarms.

Domestic Hot Water

Furnish and install DDC controls required to control water heater and domestic water pumps. 3-way valves for loop temperature control shall be retrofitted with new electric/electronic actuation. Provide and install new temperature sensors.

Fuel Oil Pump Control/Monitor

Furnish and install DDC controls required to control two fuel oil pumps. Install (4) new tank isolation valves. Interface with existing to remain fuel tank level sensor. Interface to existing alarm panel for alarm annunciation.

Chilled Hot Water System

Furnish and install DDC controls required to stage (3) chillers and control chilled water pumps. DDC control for cooling tower and condenser water pumps. Isolation valves for chilled water and condenser water loop and cooling tower bypass valve shall be retrofitted with electric/electronic actuation. Chilled water bypass valve and flow meter shall be added to the system. Chilled water



pumps shall control to differential pressure from new differential pressure transducer. A new Trane Bridge shall be used to interface the communications of the existing Trane Chillers to the new DDC system.

Air Handling Units (Typical for 18)

Furnish and install DDC controls required to control AHU based on zone temperature or discharge air temperature depending on the application. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Furnish and install electric/electronic actuators for associated outside air intake and relief dampers.

For those spaces that have duct reheat a new electric/electronic valve shall be installed.

Heat Exchanger Air Handling Units (Typical for 12)

Furnish and install DDC controls required to control AHU based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Make Up Air Handling Units (Typical for 2)

Furnish and install DDC controls required to control AHU based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Pool Unit

The existing JACE shall be repurposed to communicate from the existing Pool Unit Controller to the Tracer Ensemble system. Those devices that are pneumatically actuated shall be changed to electric/electronic actuation. Pool unit controller and end devices are existing to remain.

Unit Ventilator (Typical for 170)

Furnish and install DDC controls required to control UV based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Furnish and install electric/electronic actuators for associated remote outside air intake and relief dampers.

Variable Air Volume (VAV) Boxes w/Hot Water Reheat (Typical for 34)

Furnish and install DDC controls required to control VAV box based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Add new duct temperature sensors. Space temperature sensors shall communicate wirelessly to the controllers. VAV boxes shall be powered by the existing transformers.

Fan Coils (Typical for 7)

Furnish and install DDC controls required to control fan coil based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.



Exhaust Fan (Typical for 102)

Furnish and install DDC controls required to control fan coil based on current sequence. Furnish and install electric/electronic damper actuators as applicable to those fans that have dampers associated. Furnish and install new end relays. For those fans controlled by a local switch, the switch is existing to remain. Any motor starters or speed control devices are existing to remain.

Relief Fan (Typical for 22)

Furnish and install DDC controls required to control fan coil based on current sequence. Furnish and install electric/electronic damper actuators. Furnish and install new relays. Any motor starters or speed control devices are existing to remain.

Hot Water Unit Heaters (Typical for 22)

Furnish and install local electric thermostat and aqua-stat for space temperature control. Furnish and install new water valve with electric/electronic actuation. **Note: These units are not DDC and are not tied into the Tracer DDC system.**

Cabinet Unit Heaters (Typical for 122)

Furnish and install local electric thermostat and aqua-stat for space temperature control. Furnish and install new water valve with electric/electronic actuation. **Note: These units are not DDC and are not tied into the Tracer DDC system.**

Walk-in Cooler/Freezer

Furnish and install new DDC temperature sensors.

Exterior Lighting

Furnish and install for 10 zones of DDC control. New ambient light level sensor

Miscellaneous DDC Interfaces

New elevator sump float switches (typical for 4).

Cooling Tower Piping Modifications

Currently, during normal operation, the tower overflows. The existing piping configuration will be modified to eliminate tower overflow and pump suction issues at startup.

Test & Balance

Balance water flows in the main mechanical room for all pumps. The existing flow control devices on the terminal equipment do not require recalibration. As part of this scope we will verify water flow rates at some of the terminal units throughout the building.

Project Services Included:

- Project Management
- Engineered control drawings
- Low voltage wire installation
- Project Performance Bond



Clarifications:

- Wire method to be open (plenum-rated cable) in concealed, accessible locations (e.g. above drop ceilings) with conduit in mechanical/electrical rooms.
- All labor is based upon normal working hours Monday through Friday, 7:00am to 3:30pm, excluding holidays (unless otherwise noted).
- Permits are not required per Steve McLaughlin at BIU

Total Investment

\$2,838,638

Sincerely,

John Linn
Trane Comprehensive Solutions

Keith Dougherty
Trane Building Automation

Exclusions:

- Access doors
- Replacement of fuel oil level sensors
- Thermostatic valves for convectors
- Refrigerant monitor repair or troubleshooting
- Any motor starters, motor starter control transformers, or disconnects
- Cutting, patching and painting
- Computer hardware for the front-end workstation
- Furnish or installation of duct smoke detectors, all are existing to remain
- Premium time
- Repair of existing HVAC equipment
- Temporary heating, cooling, ventilation

This proposal is valid 30 days from October 4, 2018

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions

CUSTOMER ACCEPTANCE East Stroudsburg Area School District
Authorized Representative
Printed Name
Title



TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's Invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.



9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.



18. **Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.**

20. **Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. **U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular,



Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0315)
Supersedes 1-26.251-10(0614)



Preliminary NorthSite Project Schedule

<u>Process Phase</u>	<u>Date of Completion</u>
1. Property & Facilities Review	September 6, 2018
2. Board Approval	October 15, 2018
3. Proposal Processing	November 2018
4. Project Kick-off Meeting	November 2018
5. Controls Engineering	November – December 2018
6. Controls Equipment Procurement	January 2019
7. Site Mobilization	February 2019
8. Project Implementation - <i>Initial</i>	February – April 2019
▪ Wireless Testing	
▪ Mechanical Room Pre-work	
▪ Classroom Pre-work	
9. Project Implementation – <i>Occupied Areas</i>	June – August 2019
10. Project Final Completion & Punch List	August – September 2019
11. Project Closeout and Training	September 2019

ANTICIPATED DISCOUNT QUOTE

Customer: East Stroudsburg Area School District
Trane Job Number / Job Name: NorthSite Controls Replacement
Account Manager: John Linn
Date of Quote: 10/4/2018

Expected Payment Date: 11/15/2018
 Expected Ship/Install Date: Various

PO Amount \$ 2,838,638.00

Discount Rate 5.00%

Days Between Payment and Shipment	Summary
Plus Net 30 Days	<u>30</u>
Total Time Considered in the Discount	Summary

Discount Amount..... \$89,900.00

Payment..... \$2,460,100.00

(Tax is additional and is not included or eligible for a discount)

The discount period extends from receipt of payment to thirty days beyond shipment of equipment. In the event the equipment ships later than estimated, the discount will be recalculated increasing the discount proportionally. If the shipment occurs earlier, at Trane's discretion, you will be entitled to the full discount quoted. Adjustments to the discount are not made for ship date variances of five days or less. Tax, if applicable, will be due on net 30 day terms.

To ensure payment and discount are applied correctly, please notify your Financial Services Representative and Account Manager when payment is sent.

TRANE

Anna Balkonis
 Financial Services Analyst
 Email: anna.kortier@trane.com
 Phone: 608-787-4330
 Fax: 608-787-3110



ATTACHMENT VL.C.1



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

INVOICE

No. 48178
08/31/2018

East Stroudsburg Area School District

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

Concrete Replacement at JM Hill E.S.
287009
For Services Rendered From July 28, 2018 To August 31, 2018

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$8,650.00	\$7,352.50	95.00	\$865.00

INVOICE TOTAL \$865.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
47602	4/30/2018	\$0.00	\$0.00	\$0.00	\$1,730.00	\$1,730.00
48016	7/31/2018	\$432.50	\$0.00	\$0.00	\$0.00	\$432.50
Total Prior Billing		\$432.50	\$0.00	\$0.00	\$1,730.00	\$2,162.50



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

INVOICE

No. 48179
 08/31/2018

East Stroudsburg Area School District

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

High School North Roof Replacement
287010
 For Services Rendered From July 28, 2018 To August 31, 2018

01 - High School North / Lehman I.S. Roof Investigation

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$35,900.00	\$8,179.67	50.00	\$9,770.33

INVOICE TOTAL \$9,770.33

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
48017	7/31/2018	\$8,179.67	\$0.00	\$0.00	\$0.00	\$8,179.67
Total Prior Billing		\$8,179.67	\$0.00	\$0.00	\$0.00	\$8,179.67

Kramer Sheds

256 Stadden Rd
 Tannersville Pa 18372
 www.kramersheds.com

Bill To:

Charles Dailey
 East Stroudsburg North High Sc

Estimate

Number: **E456**

Date: **September 04, 2018**

Ship To:

Charles Dailey
 East Stroudsburg North High Sc

Description	Quantity	Rate	Tax 1	Amount
14x36 Dutch 1 Car in T-111		8,349.00		8,349.00
No Windows	2.00	(50.00)		(100.00)
20' Ridge Vent	1.00	140.00		140.00
Extra Single Door	1.00	135.00		135.00
Escort and delivery	1.00	550.00		550.00
Discounr	1.00	(750.00)		(750.00)
Sub-Total				\$8,324.00
State Tax 0.00% on 0.00				0.00
Total				\$8,324.00

Kramer Sheds

256 Stadden Rd
 Tannersville Pa 18372
 www.kramersheds.com

Estimate

Number: **E456**
 Date: **September 04, 2018**

Bill To:

Charles Dailey
 East Stroudsburg North High Sc

Ship To:

Charles Dailey
 East Stroudsburg North High Sc

Description	Quantity	Rate	Tax 1	Amount
14x30 Dutch 1 Car in T-111	1.00	7,199.00		7,199.00
No Windows	2.00	(50.00)		(100.00)
20' Ridge Vent	1.00	140.00		140.00
Extra Single Door	1.00	135.00		135.00
Escort and delivery	1.00	550.00		550.00
Discounr	1.00	(750.00)		(750.00)
Sub-Total				\$7,174.00
State Tax 0.00% on 0.00				0.00
Total				\$7,174.00

V.I.G.I.

North Campus Cisco Meraki Camera Pricing

Item	Manufacturer	Part#	Equipment Description	Quantity	MSRP	SHI	TWG Security	PegNet	En-Net Serv.	IntegraOne
Inside Camera	Cisco Meraki	MV12W-HW	Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras. Dome, color (Day & Night), 4MP, 2688 x1520, 1080p, fixed focal, WiFi, Gbe, H.264, PoE	258	\$257,742.00	\$183,079.38	\$154,671.00	\$142,772.04	\$128,685.24	\$119,097.96
Outside Camera	Cisco Meraki	MV71-HW	Cisco Meraki MV71 Network Surveillance Cameras. Dome, outdoor, vandal/weatherproof, color (Day & Night), 0.5MP, 1280 x 720, 720p, auto iris, vari-focal, LAN 10/100, H.264, PoE	97	\$145,403.00	\$86,054.52	\$72,701.50	\$67,109.45	\$60,487.26	\$55,980.64
Wall Mount	Cisco Meraki	MA-MNT-MV-1	Cisco Meraki Camera Dome Wall Mounting Arm for Cisco Meraki MV71	97	\$15,423.00	\$14,294.89	\$12,076.50	\$11,147.24	\$10,047.26	\$9,298.42
Software License	Cisco Meraki	LIC-MV-10YR	Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	355	\$255,600.00	\$378,185.05	\$319,500.00	\$294,923.35	\$265,824.00	\$246,015.00
TOTAL					\$674,168.00	\$661,613.84	\$558,949.00	\$515,952.08	\$465,043.76	\$430,392.02



PROPOSAL

In Response to:

**East Stroudsburg Area School District Meraki
Security Cameras & Related Equipment North
Campus (Rev. 1a) RFQ**

Due: October 2nd, 2018 11:00am

Submitted by: IntegraONE

Allentown, PA Headquarters

7248 Tilghman Street, Suite 120
Allentown, PA 18106
484-223-3480

Central, PA Office

1007 Mumma Road, Suite 100
Wormleysburg PA 17043
717-614-4330

Cranberry Twsp, PA Office:

100 Northpointe Circle, Suite 201
Seven Fields PA 16046
724-553-5181

Philadelphia, PA Metro Office:

1300 Virginia Drive, Suite 305
Ft. Washington PA 19034
484-223-3480

800-582-6399
www.integra1.net

integra**1****NE**
www.integra1.net

APPENDIX A

For more information please call 800-582-6399 or visit www.integra1.net

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NON-COLLUSION AFFIDAVIT

The undersigned proposer having fully reviewed the Meraki Security Cameras and Related Equipment RFQ and determined the accuracy of the statements made herein certifies that:

1. I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers, as the case may be.
2. This proposal was developed independently and submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition.
3. The contents of this proposal have not been communicated by me or by any employees or agents of my firm to any person not an employee or agent of this firm and I/we will not communicate any information concerning this proposal to any such person prior to the official opening of the RFP.
4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this project or to submit a price higher than this price, or to submit an intentionally high or noncompetitive price.
5. My firm, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
6. I acknowledge that the above representations are material and important, and will be relied upon by the East Stroudsburg Area School District when recommending an award for the services for which this proposal is submitted.

IntegraONE

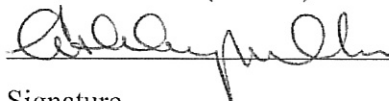
Firm Name

October 1st, 2018

Date

Ashley Miller Account Manager

Name and Title (Printed)



Signature

For more information please call 800-582-6399 or visit www.integra1.net

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APPENDIX B

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Cisco Meraki Cameras & Mounts *All Pricing per the Costars contract # 003-085*

DATA PROVIDED BY DISTRICT				DATA PROVIDED BY VENDOR	
Equipment Description	Manufacturer	Part #	Estimated Quantity	Unit Cost	Extended Cost
Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras. Dome, color (Day & Night), 4MP, 2688x1520, 1090p, fixed focal, WiFi Gbe, H.264, PoE	Cisco Meraki	MV12W-HW	Two hundred Fifty Eight (258)	\$461.62	\$119,097.96
Cisco Meraki MV71 Network Surveillance Cameras. Dome, outdoor, vandal/weatherproof, color (Day & Night), 0.5MP, 1280x720, 720p, auto iris, vari-focal, LAN 10/100, H.264, PoE	Cisco Meraki	MV71-HW	Ninety Seven (97)	\$577.12	\$55,980.64
Cisco Meraki Camera Dome Wall mounting Arm for Cisco Meraki MV71	Cisco Meraki	MA-MNT-MV-1	Ninety seven (97)	\$95.86	\$9,298.42
Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	Cisco Meraki	LIC-MV-10YR	Three hundred Fifty Five (355)	\$693	\$246,015
TOTALS				\$1,827.60	\$430,392.02

For more information please call 800-582-6399 or visit www.integra1.net

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VII. A.

5 YR CAPITAL PLAN UPDATED 09/24/2018

CAPITAL PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	TOTAL
HSN/LIS Roofing #	\$4,000,000	\$4,000,000				\$8,000,000
ATC Replacement HSN/LIS		\$1,437,500	\$1,437,500			\$2,875,000
HSS Stadium Turf Replacement			\$400,000			\$400,000
Lehman Entrance #9 Door Replacement *	\$21,350					\$21,350
(Telecenter U) P.A. System Upgrades	\$35,000 (JTL)	\$25,000 (MSE)	\$25,000 (BES)	\$25,000 (RES)		\$110,000
HSS Roof Repairs		\$25,000	\$25,000	\$25,000		\$100,000
JTL Stage Floor Replacement #	\$45,432					\$45,432
Resica Shingle Roof Replacement & Flat Rubber Roof #		\$1,000,000				\$1,000,000
Resica Gutters & Downspouts #		\$30,000				\$30,000
MSE Roof Repairs	\$24,000					\$24,000
JM Hill Sidewalk Replacement *		\$55,000				\$55,000
Camera System Upgrades		\$224,000 (HSN/LEH)	\$160,000 (HSS)			\$384,000
Resica Paving Mill/Overlay Repairs				\$192,500		\$385,000
JTL Auditorium		\$225,000				\$225,000
HSS Field House Repairs/Upgrades			\$1,853,495			\$1,853,495
HSS Stage Floor Replacement #		\$58,680				\$58,680
JTL Replace Exterior Dust Collector			\$39,000			\$39,000
JM Hill Lighting Upgrade		\$140,000				\$140,000
North Campus Paving		\$839,701	\$839,701	\$839,701		\$3,358,804
JTL New Scoreboards (2) Football/Baseball POSTPONED 8/2/18 @ P&F	\$40,000					\$40,000
JTL Re-Grade Entrance to T.L.C. Building Due To Ponding Water	\$15,600					\$15,600
JTL New Cinder Track & Curb			\$78,000			\$78,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller				\$1,000,000		\$1,000,000
JM Hill Playground					\$30,000	\$30,000
HSS Gymnasium Lighting Upgrades					\$68,250	\$68,250
JTL Classroom Partition Wall Repairs			\$20,000			\$20,000
Smithfield Lighting Upgrades						
Cafeteria/Gym/Auditorium/Lobby/Library					\$93,200	\$93,200
MSE Lighting Upgrades Lobby/Gym					\$50,000	\$50,000
HSS Re-Grout Ceramic Tile Pool Shell		\$39,000				\$39,000

HSS Interior Lighting Upgrades, Classrooms, Hallways, Library, Cafe							\$500,665	\$500,665	\$500,665
JM Hill Replace Gym Fiberboard Ceiling							\$25,000	\$25,000	\$25,000
North/Lehman Lighting Upgrades							\$120,900	\$120,900	\$120,900
JTL/LIS Masonry Repairs (C)	\$1,548,000								\$1,548,000
Total By Year	\$5,729,382	\$8,098,881	\$4,877,696	\$2,082,201	\$1,945,216				\$22,733,376

Original 5 Yr Allocation \$11,321,000

Projects To Be Completed \$ 11,770,134

Available Capital Reserve \$11,163,109

Balance **-\$607,025**

(C) -Completed

-Board Approved

*-In Progress

Priority 1

Priority 2

Priority 3

Priority 4

Priority 5

VII. B.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

THIS IS AN AGREEMENT made as of this _____ day of _____, 2018, between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (ESASD), referred to as "OWNER," and D'HUY ENGINEERING, INC. (DEI), referred to as "ENGINEER." OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of retainer services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC RETAINER SERVICES

Retainer services provide the OWNER with a firm that serves as the school district's engineer. In this capacity, the school district is able to maintain continuity and consistency in addressing facility needs. The scope of services is as follows:

- 1.1 Attendance at up to two Board meetings per month at the OWNER's request to discuss engineering issues as they relate to Board actions.
- 1.2 Review of agenda items on engineering issues as requested by the OWNER. This would include routine telephone conferences, emails, and meetings with the OWNER.
- 1.3 Provide full service, multi-discipline engineering personnel on call to OWNER and maintenance departments for consultation on buildings and grounds problems that may arise. This will afford the East Stroudsburg Area School District with immediate access to a professional engineering consultant and all its resources. D'Huy Engineering, Inc. will furnish a prompt response and provide recommendations on any immediate and future follow-up work required.
- 1.4 Assistance to Owner in scheduling Capital Improvement projects and establishing Capital Improvement budgets including assistance with the annual Capital Improvement Plan update.
- 1.5 Provide preliminary evaluations relative to planning for new construction, school additions, and/or renovations. As future needs are identified on the elementary, middle and high school levels, D'Huy Engineering, Inc. will provide preliminary evaluation of options for new construction and renovation to the facilities where the need is identified. This evaluation will include construction options and budget estimates. Detailed or extensive evaluations or studies will be performed at additional cost with prior authorization from OWNER.
- 1.6 Provide preliminary recommendations on engineering issues. Detailed or extensive evaluations or studies will be performed at additional cost with prior authorization from OWNER.
- 1.7 Provide input on outside service contracts for facilities issues including, but not limited to, assistance with preparing proposal requirements for HVAC service contracts, elevator service contracts and electrical system service contracts.
- 1.8 Prepare sketches and specification notes and assist OWNER in obtaining three (3) quotes for any facility related work that is under the current public bid threshold.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 1.9 Inform the District regarding the effect of changes in legislation, codes, Department of Education criteria, code requirements, etc. as they apply to School District facilities to the extent D'Huy Engineering, Inc. is aware of such changes.
- 1.10 Maintain a record of all services rendered under the Retainer together with personnel time records and charges for each activity. This diary will be available for review with the Owner at their request.

**SECTION 2 - ILLUSTRATIVE EXAMPLES OR
SCENARIOS OF PROPOSED SERVICES**

- 2.1 Owner requests D'Huy Engineering, Inc. to review a deteriorated masonry parapet, provide initial recommendations, and address any immediate safety concerns. RETAINER.
- 2.2 Conduct a detailed investigation and prepare a report on the masonry distress and associated problems at a particular site, including recommendations for repair or reconstruction and respective engineering cost estimates. - PROPOSAL or HOURLY RATE plus expenses.
- 2.3 Provide professional design services associated with the preparation of drawings, specifications, and construction administration for repair of masonry as a comprehensive Capital Improvement project. - PERCENTAGE OF CONSTRUCTION COST
- 2.4 Owner requests D'Huy Engineering, Inc. to review roof leaks, existing warranty, and provide recommendation for corrective measures. - RETAINER
- 2.5 Owner requests D'Huy Engineering, Inc. to verify particular corrective measures being performed by maintenance department in order to repair or maintain a particular plant component that has had chronic issues. - RETAINER
- 2.6 Owner requests D'Huy Engineering, Inc. to inspect lightning damage to a chimney and provide initial recommendations and address any immediate safety concerns. - RETAINER
- 2.7 Prepare retrofit design to correct or repair damaged chimney. - PROPOSAL or HOURLY RATE plus expenses.
- 2.8 Provide on-site oversight of emergency repairs. - PROPOSAL or HOURLY RATE
- 2.9 D'Huy Engineering, Inc. is requested to review the conditions and status of a heating plant that has broken down, the conditions being beyond the normal trouble-shooting of maintenance personnel. Preliminary recommendations.- RETAINER

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 2.10 Provide extensive study of the entire heating plant and associated problems and/or deficiencies. - PROPOSAL
- 2.11 Provide professional design services associated with the preparation of drawings, specifications, and construction administration for reconstruction, replacement or repair of the heating plant or specific components. - PERCENTAGE OF CONSTRUCTION COST
- 2.12 D'Huy Engineering, Inc. is requested to review water quality and operation of existing swimming pool in order to provide preliminary recommendation and address any immediate safety or operational concerns. - RETAINER
- 2.13 Provide a detailed investigative report, including recommendations on short-term and long-term corrective measures. - PROPOSAL
- 2.14 Attend meeting with Administration to review Capital Plan or respond to public inquiries - RETAINER
- 2.15 Attend monthly Facilities Committee meeting or monthly Board Meeting - RETAINER
- 2.16 Review municipal agency inquiry regarding facility issue. Preliminary review - RETAINER

SECTION 3 - SUMMER PROJECTS

Summer projects are essentially building capital improvement projects that are non-reimbursable and are typically performed during the summer. The majority of these projects would be identified by the Capital Improvement Plan. DEI would provide design and construction administration services for these projects.

The Scope of Work for summer projects will be as follows:

- 3.1 Perform field survey, engineering, investigation, and research for the preparation of bid packages. Complete site boundary/topographic/utility surveys are excluded from "field survey" and a supplementary proposal will be developed if needed. Investigation which requires destructive testing (i.e. masonry probes, concrete/asphalt cores, etc.) performed by a third party would also be excluded and completed under a supplementary proposal or as a reimbursable expense.
- 3.2 Apply and obtain necessary municipal agency approvals, including code conformance, Labor and Industry approval, etc. Costs to prepare and submit county, state or federal approvals, including Conservation District (NPDES) will be billed as a separate reimbursable expense.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 3.3 Prepare bid packages, advertisement for bid and assist with soliciting bids from contractors.
- 3.4 Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda.
- 3.5 Review bids, prepare contracts, including review of bonds and insurance for conformance with contract requirements.
- 3.6 File for prevailing wages and incorporate wage requirements into contract.
- 3.7 Prepare milestone project schedule.
- 3.8 Provide construction administration services, including conducting pre-construction conference and attendance at job conference meetings through completion of the project.
- 3.9 Review and approve contractor's submittals, including shop drawings, applications for payment, etc.
- 3.10 Process any necessary change orders.
- 3.11 Provide limited construction observation. Additional or full-time construction observation can be provided at ESASD's direction and approval at an hourly rate based on the needs of the project.
- 3.12 Prepare punch list and final project close-out.
- 3.13 Costs to develop and submit engineering plans and details specifically for Conservation District permit approval are excluded and will be submitted separately as reimbursable expenses.

**SECTION 3A – RESIDENT PROJECT ENGINEER SERVICES:
MAJOR CAPITAL PROJECTS INVOLVING
SEPARATE ARCHITECTURAL DESIGN PROFESSIONAL**

3A.1 General

ENGINEER will serve as OWNER's professional engineering representative for Major Capital Projects and provide professional engineering consultation and advice through completion of the Project.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

3A.2 Pre-design Phase Services

During this phase, ENGINEER will work closely with OWNER's personnel to investigate and develop Project criteria and program requirements.

- 3A.2.2 Prepare preliminary PlanCon forms, where applicable. These will allow for the OWNER to plan space needs in the facility, including scheduled space and support areas. Furthermore, it will allow for a more accurate estimate of the overall budget and eliminate the lead time involved in the PlanCon process for the Project.
- 3A.2.3 Scheduling. Overall preliminary scheduling for the Project, including pre-design, design, and construction phases will be prepared.
- 3A.2.4 Cost analysis. Budgets can be evaluated using the estimates developed in the preliminary PlanCon forms and planning phase.
- 3A.2.5 Conceptual planning. Preliminary conceptual planning, including phasing requirements, locations of portable classrooms, etc. Type, size, and location of the facility can be developed during this phase.
- 3A.2.6 Develop program criteria. ENGINEER will work in conjunction with OWNER's administration personnel and school principals to define clearly the program for the facility which can then be used to establish preliminary design information for the design professionals. This effort will define the OWNER's desires with regard to the criteria for the Project, i.e., educational requirements, space needs, mechanical systems of the building, audio-visual provisions, future expansion, computer networking, events parking, etc.
- 3A.2.7 Perform preliminary investigation of local and state agency requirements, i.e. zoning requirements, Planning Commission, DEP, etc., for establishing schedules and submittal requirements.
- 3A.2.8 Assist with planning for phased construction sequence including planning for any temporary buildings or site features.
- 3A.2.9 Assist the OWNER in establishing criteria for design professionals, including scope of work, scope of services, time schedule, budget, and Project criteria.

3A.3 Design Phase Services

ENGINEER will be the OWNER's representative and will serve as liaison between the OWNER and the design professionals.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 3A.3.1 Review with design professionals the criteria and program requirements established during pre-design phases.
- 3A.3.2 Periodically review design for conformance with Project criteria, including conformance with OWNER and PDE guidelines.
- 3A.3.3 Participate in design meetings with the Architect and the OWNER's design committee.
- 3A.3.4 Assist OWNER and Architect in making presentations as requested by the OWNER, e.g. Act 34 Hearing.
- 3A.3.5 Perform value engineering, e.g. Foundation system, code conformance options, framing systems, construction materials, etc.
- 3A.3.6 Review PlanCon submittals prepared by the Architect.
- 3A.3.7 Periodically review cost estimates and conformance of design with established budget.
- 3A.3.8 Review construction options, i.e., material selection, constructability, and specification conformance with OWNER's standards.
- 3A.3.9 Attend architectural design team meetings as OWNER's representative.
- 3A.3.10 Attend PDE and municipal agency review meetings with Architect and OWNER.
- 3A.3.11 Advise OWNER regarding design progress and schedule.
- 3A.3.12 Advise OWNER regarding submittals to governmental agencies and any perceived impact on Project schedules.
- 3A.3.13 Advise the design team regarding the incorporation of scheduling requirements of the OWNER.
- 3A.3.14 Advise Architect in developing alternates in bid documents to ensure competitive bidding and allow for flexibility in selecting alternates prior to award, i.e., terrazzo floors versus vinyl tile, roof systems, wall finishes, mechanical systems, etc.
- 3A.3.15 Assist in coordination of utility services required for project.
- 3A.3.16 Review bid documents for conformance with Project criteria, including PDE and municipal requirements.
- 3A.3.17 Attend pre-bid conference.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

3A.3.18 Assist in acquiring multiple bidders.

3A.3.19 Assist OWNER in reviewing bids.

3A.4 Construction Phase Services

ENGINEER will provide full time representation for the OWNER through the construction phase.

3A.4.1 Assign one full time Field Representative to be on site during entire construction period to observe and review activities with Architects, Contractors, Testing, etc.

3A.4.2 Assign Principal Engineer to oversee all activities with the OWNER, Contractors and Architect.

3A.4.3 Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.

3A.4.4 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

3A.4.5 Maintain a full set of all project submittals, shop drawings, samples, as built drawings and other documentation to be turned over to OWNER at project closeout.

3A.4.6 Monitor and assess construction schedule, progress and activities of Contractors to ensure conformance with project documents and construction schedule.

3A.4.7 Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

3A.4.8 Review all Contractors' applications for payment with the Architect.

3A.4.9 Advise OWNER regarding conformance with prevailing wage requirements.

3A.4.10 Maintain shop drawing submittal schedule, and ensure that Architect and Contractors are processing submittals in a timely fashion.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 3A.4.11 Attend scheduled construction meetings and assist with preparation of meeting minutes.
- 3A.4.12 Evaluate, recommend and advise OWNER on any construction issues, changes or recommendations.
- 3A.4.13 Assist Architect in construction administration through the course of the Project.
- 3A.4.14 Assist Contractors with coordination of activities with OWNER, Architect, Municipal Agencies and utility companies.
- 3A.4.15 Review construction progress and advise Owner if Prime Contractors are not coordinating construction activities in accordance with Project documents.
- 3A.4.16 Provide progress photos and status reports as requested by OWNER.
- 3A.4.17 Participate in punch list preparation and final start up procedures to ensure smooth transition to occupancy by the OWNER.
- 3A.4.18 ENGINEER will be actively involved throughout the construction phase, including attendance at Board meetings to present construction progress reports as required.

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 4.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Projects.
- 4.2 Provide all criteria and full information as to OWNER's requirements for the Projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Projects.
- 4.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Projects, including previous reports and any other data relative to design or construction of the Projects.
- 4.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney and other consultants as

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 4.6 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 4.7 Direct ENGINEER to provide Additional Services as stipulated in Section 2 of this Agreement, or other services as required.
- 4.8 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 Methods of Payment for Services and Expenses of ENGINEER.
 - 5.1.1 For Basic Services

a. For Retainer Services:

OWNER shall pay ENGINEER for Basic Services, rendered under Section 1, a fixed monthly retainer fee of \$2,000.00 plus hourly rate or other fees and any expenses such as drawing copies and other items in accordance with the contract.

The attached hourly rate fee schedule shall apply for any services beyond the retainer when approved to be performed on an hourly rate.

The annual inflation increase for all fees in accordance with the proposal submitted is 3%.

b. For Summer Projects:

The fee for design and construction administration of summer projects in accordance with the scope of Section 3 would be a \$4,000 base fee plus 7.5% of the construction cost including all "add" alternates, for projects up to \$100,000. For projects above \$100,000 but below \$300,000 the fee shall be a \$2,500 base fee plus 7.5% of the construction cost including all "add" alternates. For projects above \$300,000 the fee shall be 7% of the construction cost including all "add" alternates. If the project as a whole is rejected, fees will be reduced by 20% of the most current estimate or bid result, including "add" alternates, to account for deletion of related construction administration fees.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

c. For Major Capital Projects with Separate Architectural Design Professional:

The services provided shall be Resident Project Engineer services to oversee and manage the planning, design and construction phases of the project. The scope shall be in accordance with Section 3A and the fee shall be 3.5% of the project cost in accordance with Line 7 (A-1 to A-7 Subtotal) of PlanCon Form J, Page 02 and 3.5% of any other related or other project costs that Engineer provides services for.

- 5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services in accordance with the terms stated in the written authorization to perform such Additional Services.
- 5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses reasonably incurred in connection with Additional Services and only expenses not included in Basic Services such as drawing copies.
- 5.2 Times of Payments.
- 5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.
- 5.3 Other Provisions Concerning Payments.
- 5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, the amount due ENGINEER will be increased at the rate of 1% per month from said sixtieth day and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.
- 5.3.2 In the event of termination by OWNER under Paragraph 6.1 during any phase of the Basic Service, ENGINEER will be paid for services rendered during that phase. In the event of any such termination, ENGINEER also will be paid a termination penalty of \$3,000.00 and will be reimbursed for Reimbursable Expenses and all unpaid Additional Services.
- 5.4 Definitions.
- 5.4.1 Reimbursable Expenses mean the actual expenses reasonably incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Projects. Reimbursable Expenses do not include local telephone calls and incidental copies.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by OWNER or ENGINEER upon thirty days' written notice. If OWNER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2. If ENGINEER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2 except for termination penalty.

6.2 Term of Contract.

The term of the contract shall be for an initial period of three (3) years with annual renewal unless either party provides notice in accordance with article 6.1 above.

6.3 Controlling Law.

This agreement is to be governed by the laws of the Commonwealth of Pennsylvania.

6.4 Successors and Assigns.

OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER (and to the extent permitted by Paragraph 6.3.1 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.4.1 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (excluding moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

6.4.2 ENGINEER may employ such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder at ENGINEER's expense. If ENGINEER deems a consultant is required and the costs for additional services required will not be at ENGINEER's expense, ENGINEER will receive prior approval of OWNER.

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

- 6.4.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 7 - INSURANCE

- 7.1 ENGINEER shall maintain the following insurance for the duration of this Agreement.
- 7.1.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.
- 7.1.2 Automobile Liability covering owned and rented vehicles operated by the ENGINEER with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.
- 7.1.3 Umbrella or excess liability with a minimum limit of Two Million Dollars (\$2,000,000.00).
- 7.1.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00).
- 7.1.5 Professional Liability covering the ENGINEER's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.
- 7.1.6 ENGINEER shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this section. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

SECTION 8 – MISCELLANEOUS

This Agreement together with the Exhibits and schedules identified herein constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 9 - EXCLUSIONS

1. As design professionals in private practice, our professional liability insurance limits the scope of services to exclude the following: Hazardous materials including, but not limited to, asbestos, radon, lead and nuclear energy. However, we will provide the names

**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

of consultants providing the excluded services.

2. Engineer will not be responsible for any contractor or other personnel safety or security operations or practices. Any safety or security program issues shall not create any liability for Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: EAST STROUDSBURG AREA SCHOOL DISTRICT

By: _____

Printed Name: _____

Title: _____

Date: _____

ENGINEER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: Arif Fazil

Title: President

Date: _____