

**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.

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- 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**

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- 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.

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- 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.



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**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.

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- 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.

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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.

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- 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

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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.

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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.

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**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 6.4.1 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.



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- 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

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limited to, asbestos, radon, lead and nuclear energy. However, we will provide the names 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: \_\_\_\_\_

**D'HUY ENGINEERING, INC.  
FEE SCHEDULE**

**Effective January 1, 2018**

	<u>Hourly Rate</u>
Senior Principal	\$185.00
Principal	\$165.00
Senior Project Manager	\$135.00
Licensed Professional Engineer	\$135.00
Licensed Architect	\$135.00
Project Manager	\$125.00
Project Designer	\$130.00
Technical Specialists	\$125.00
Senior Field Representative	\$125.00
Field Representative	\$100.00
Engineer	\$100.00
Engineer in Training	\$85.00
Senior CAD Operator	\$85.00
CAD Operator	\$75.00
Research Assistant/Data Processor	\$50.00



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

**INVOICE**

No. 48351  
 09/30/2018

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**Concrete Replacement at JM Hill E.S.**  
**287009**  
 For Services Rendered From September 01, 2018 To September 28, 2018

**00 - Basic Services**

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$8,650.00	\$8,217.50	100.00	\$432.50

**Reimb - Reimbursable Expenses Excluded From Contract**

**Reimbursables**

	Unit Rate	Qty	Markup	Amount
Advantage Engineering Invoice #180023300103	1,232.00	1.00	1.05	\$1,293.60
<b>Total Reimbursables for Reimb</b>				<b>\$1,293.60</b>
<b>Total Charges for Reimb</b>				<b>\$1,293.60</b>

**INVOICE TOTAL \$1,726.10**

**Prior Billing Information**

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
48178	8/31/2018	\$865.00	\$0.00	\$0.00	\$0.00	\$865.00
<b>Total Prior Billing</b>		<b>\$865.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$865.00</b>

ATTACHMENT VI.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. 48017  
07/31/2018

**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 June 30, 2018 To July 27, 2018

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

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$35,900.00	\$0.00	22.78	\$8,179.67

**INVOICE TOTAL** \$8,179.67



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

**INVOICE**

No. 48391  
 09/30/2018

**East Stroudsburg Area School District**

50 Vine Street  
 East Stroudsburg, PA 18301  
 Mr. Tom McIntyre

**High School North Roof Replacement**  
**287010**  
 For Services Rendered From September 29, 2018 To September 28, 2018

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

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$12,900.00	\$8,179.67	73.45	\$1,295.33

**INVOICE TOTAL      \$1,295.33**

**Prior Billing Information**

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



**JOHN DEERE**

ATTACHMENT VI. E. 1



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**  
Hilltop Sales & Service, Inc.  
158 Falcone Road  
Bangor, PA 18013  
610-588-4088  
hilltops@epix.net

**Quote Summary**

**Prepared For:**  
East Stroudsburg Area School District  
Kieran Pryor  
50 Vine St  
East Stroudsburg, PA 18301  
Mobile: 570-656-0843  
KIERAN-PRYOR@ESASD.NET

**Delivering Dealer:**  
Hilltop Sales & Service, Inc.  
Michael Labarre  
158 Falcone Road  
Bangor, PA 18013  
Phone: 610-588-4088  
hilltopsales2@frontier.com

**Quote ID:** 18288122  
**Created On:** 02 October 2018  
**Last Modified On:** 02 October 2018  
**Expiration Date:** 02 November 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE Signature Series X738 Tractor Less Deck <b>Contract:</b> PA State Pwr Equip 4400011369 (PG 61 CG 22) <b>Price Effective Date:</b> October 2, 2018	\$ 11,694.52	\$ 9,472.56 X	1 =	\$ 9,472.56
JOHN DEERE ROPS Hard Cab <b>Contract:</b> PA State Pwr Equip 4400011369 (PG 61 CG 22) <b>Price Effective Date:</b> October 2, 2018	\$ 5,696.73	\$ 4,614.35 X	1 =	\$ 4,614.35
JOHN DEERE 54 In. Quick-Hitch Two-Stage Snow Blower <b>Contract:</b> PA State Pwr Equip 4400011369 (PG 61 CG 22) <b>Price Effective Date:</b> October 2, 2018	\$ 3,767.00	\$ 3,051.27 X	1 =	\$ 3,051.27
JOHN DEERE 54 in. Quick-Hitch Front Blade <b>Contract:</b> PA State Pwr Equip 4400011369 (PG 61 CG 22) <b>Price Effective Date:</b> October 2, 2018	\$ 704.00	\$ 570.24 X	1 =	\$ 570.24
<b>Equipment Total</b>				<b>\$ 17,708.42</b>

\* Includes Fees and Non-contract items

**Quote Summary**  
Equipment Total \$ 17,708.42

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





**JOHN DEERE**



---

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Hilltop Sales & Service, Inc.  
158 Falcone Road  
Bangor, PA 18013  
610-588-4088  
hilltops@epix.net

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Trade In	
SubTotal	\$ 17,708.42
Est. Service Agreement Tax	\$ 0.00
Total	\$ 17,708.42
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 17,708.42</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE



# Selling Equipment

Quote Id: 18288122

Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hilltop Sales & Service, Inc.  
158 Falcone Road  
Bangor, PA 18013  
610-588-4088  
hilltops@epix.net

## JOHN DEERE Signature Series X738 Tractor Less Deck

Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22)

Suggested List \*

Price Effective Date: October 2, 2018

\$ 11,694.52

Selling Price \*

\$ 9,472.56

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
5831M	Signature Series X738 Tractor Less Deck	1	\$ 11,059.00	19.00	\$ 2,101.21	\$ 8,957.79	\$ 8,957.79
<b>Standard Options - Per Unit</b>							
001A	United States and Canada	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BM20714	Click-N-Go Bracket (X400/X500 HDGTs, X700s)	1	\$ 116.63	19.00	\$ 22.16	\$ 94.47	\$ 94.47
BM20779	Rear Click-N-Go weight bracket (X400/X500 HDGTs, X700s, X940s)	1	\$ 159.43	19.00	\$ 30.29	\$ 129.14	\$ 129.14
UC13263	Quik-Tatch Weight, 42 lb (19 kg)	6	\$ 59.91	19.00	\$ 11.38	\$ 48.53	\$ 291.16
<b>Dealer Attachments Total</b>			<b>\$ 335.97</b>		<b>\$ 63.83</b>	<b>\$ 272.14</b>	<b>\$ 514.77</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Suggested Price</b>							<b>\$ 9,472.56</b>
<b>Total Selling Price</b>			<b>\$ 11,394.97</b>		<b>\$ 2,165.04</b>	<b>\$ 9,229.93</b>	<b>\$ 9,472.56</b>

## JOHN DEERE ROPS Hard Cab

Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22)

Suggested List \*

Price Effective Date: October 2, 2018

\$ 5,696.73

Selling Price \*

\$ 4,614.35

\* Price per item - includes Fees and Non-contract items



JOHN DEERE



# Selling Equipment

Quote Id: 18288122 Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):  
Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:  
Hilltop Sales & Service, Inc.  
158 Falcone Road  
Bangor, PA 18013  
610-588-4088  
hilltops@epix.net

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
9356M	ROPS Hard Cab	1	\$ 4,799.00	19.00	\$ 911.81	\$ 3,887.19	\$ 3,887.19
<b>Standard Options - Per Unit</b>							
001A	US and Canada	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BUC10188	Auxiliary alternator kit (X710, X730, X734, X738, X739)	1	\$ 439.77	19.00	\$ 83.56	\$ 356.21	\$ 356.21
BM25033	Heater, Tuck-Away	1	\$ 457.96	19.00	\$ 87.01	\$ 370.95	\$ 370.95
<b>Dealer Attachments Total</b>			<b>\$ 897.73</b>		<b>\$ 170.57</b>	<b>\$ 727.16</b>	<b>\$ 727.16</b>
<b>Suggested Price</b>							<b>\$ 4,614.35</b>
<b>Total Selling Price</b>			<b>\$ 5,696.73</b>		<b>\$ 1,082.38</b>	<b>\$ 4,614.35</b>	<b>\$ 4,614.35</b>

## JOHN DEERE 54 In. Quick-Hitch Two-Stage Snow Blower

Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22)

Price Effective Date: October 2, 2018

Suggested List \*

\$ 3,767.00

Selling Price \*

\$ 3,051.27

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
02C1M	54 In. Quick-Hitch Two-Stage Snow Blower	1	\$ 2,550.00	19.00	\$ 484.50	\$ 2,065.50	\$ 2,065.50
<b>Standard Options - Per Unit</b>							
2005	Front Quick-Hitch and Hydraulic Lift	1	\$ 615.00	19.00	\$ 116.85	\$ 498.15	\$ 498.15
3015	4-Wheel Drive 2000 RPM Front PTO	1	\$ 335.00	19.00	\$ 63.65	\$ 271.35	\$ 271.35
4013	Implement Drive and Upstop	1	\$ 267.00	19.00	\$ 50.73	\$ 216.27	\$ 216.27
<b>Standard Options Total</b>			<b>\$ 1,217.00</b>		<b>\$ 231.23</b>	<b>\$ 985.77</b>	<b>\$ 985.77</b>
<b>Suggested Price</b>							<b>\$ 3,051.27</b>
<b>Total Selling Price</b>			<b>\$ 3,767.00</b>		<b>\$ 715.73</b>	<b>\$ 3,051.27</b>	<b>\$ 3,051.27</b>



**JOHN DEERE**



# Selling Equipment

Quote Id: 18288122

Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Hilltop Sales & Service, Inc.  
158 Falcone Road  
Bangor, PA 18013  
610-588-4088  
hilltops@epix.net

## JOHN DEERE 54 in. Quick-Hitch Front Blade

Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22)

Price Effective Date: October 2, 2018

Suggested List \*

\$ 704.00

Selling Price \*

\$ 570.24

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1492M	54 in. Quick-Hitch Front Blade	1	\$ 515.00	19.00	\$ 97.85	\$ 417.15	\$ 417.15
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English operator's manual and decal kit	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6800	Hydraulic Angling	1	\$ 189.00	19.00	\$ 35.91	\$ 153.09	\$ 153.09
6968	Less Front Quick-Hitch	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 189.00</b>		<b>\$ 35.91</b>	<b>\$ 153.09</b>	<b>\$ 153.09</b>
<b>Suggested Price</b>							<b>\$ 570.24</b>
<b>Total Selling Price</b>			<b>\$ 704.00</b>		<b>\$ 133.76</b>	<b>\$ 570.24</b>	<b>\$ 570.24</b>



2969 RT 940  
Mt Pocono, PA 18344  
570-839-1111

**Customer:** East Stroudsburg School District

**Vehicle:** 2018 Ford Transit 250/ 148" Wheelbase/ Medium Roof

Vehicle Price	\$38,610.00
Body	\$0.00
Subtotal	\$38,610.00
Discount	\$10,076.00
Your Price	\$28,534.00

Costars #426951

If you wish to proceed with this order and purchase  
please sign & date below and email back to:  
[msingleton@raypricecars.com](mailto:msingleton@raypricecars.com)

\_\_\_\_\_  
Authorization Signature

\_\_\_\_\_  
Date

Price is valid until the end of the month. Thereafter it is subject  
to change without notice.

Price does include any applicable taxes, tags, and fees.

**Mark Singleton**  
Commercial Sales Manager  
Ray Price Dealerships  
[msingleton@raypricecars.com](mailto:msingleton@raypricecars.com)  
570-236-4490 cell

V.L.G. |

# East Stroudsburg Area School District Smithfield Elementary School

Proposal # 56-113159-1  
October 23, 2018

Presented by  
Recreation Resource USA



# Burke®

## **Design Summary**

Recreation Resource USA is very pleased to present this Proposal for consideration for the Smithfield Elementary School located in East Stroudsburg. BCI Burke Company, LLC has been providing recreational playground equipment for over 90 years and has developed the right mix of world-class capabilities to meet the initial and continuing needs of East Stroudsburg Area School District. We believe our proposal will meet or exceed your project's requirements and will deliver the greatest value to you.

The following is a summary of some of the key elements of our Proposal:

- Project Name: Smithfield Elementary School
- Project Number: 56-113159-1
- User Capacity: 63
- Age Groups: Ages 5-12 years
- Dimensions: 36' 7" x 74' 5"
- Designer Name: Kari Champeau

Recreation Resource USA has developed a custom playground configuration based on the requirements as they have been presented for the Smithfield Elementary School playground project. Our custom design will provide a safe and affordable playground environment that is aesthetically pleasing, full of fun for all users and uniquely satisfies your specific requirements. In addition, proposal # 56-113159-1 has been designed with a focus on safety, and is fully compliant with ASTM F1487 and CPSC playground safety standards.

We invite you to review this proposal for the Smithfield Elementary School playground project and to contact us with any questions that you may have.

Thank you in advance for giving us the opportunity to make this project a success.



**INFORMATION**  
 MINIMUM FALL ZONE  
 SURFACED WITH  
 RESILIENT MATERIAL  
 AREA

1781 SQ.FT.

PERIMETER

313 FT.

**STRUCTURE SIZE**

36' 7" x 74' 5"

STRUCTURE IS DESIGNED  
 FOR CHILDREN AGES:

- 6-23 MONTH OLDS
- 2-5 YEAR OLDS
- 5-12 YEAR OLDS
- 13 + YEAR OLDS

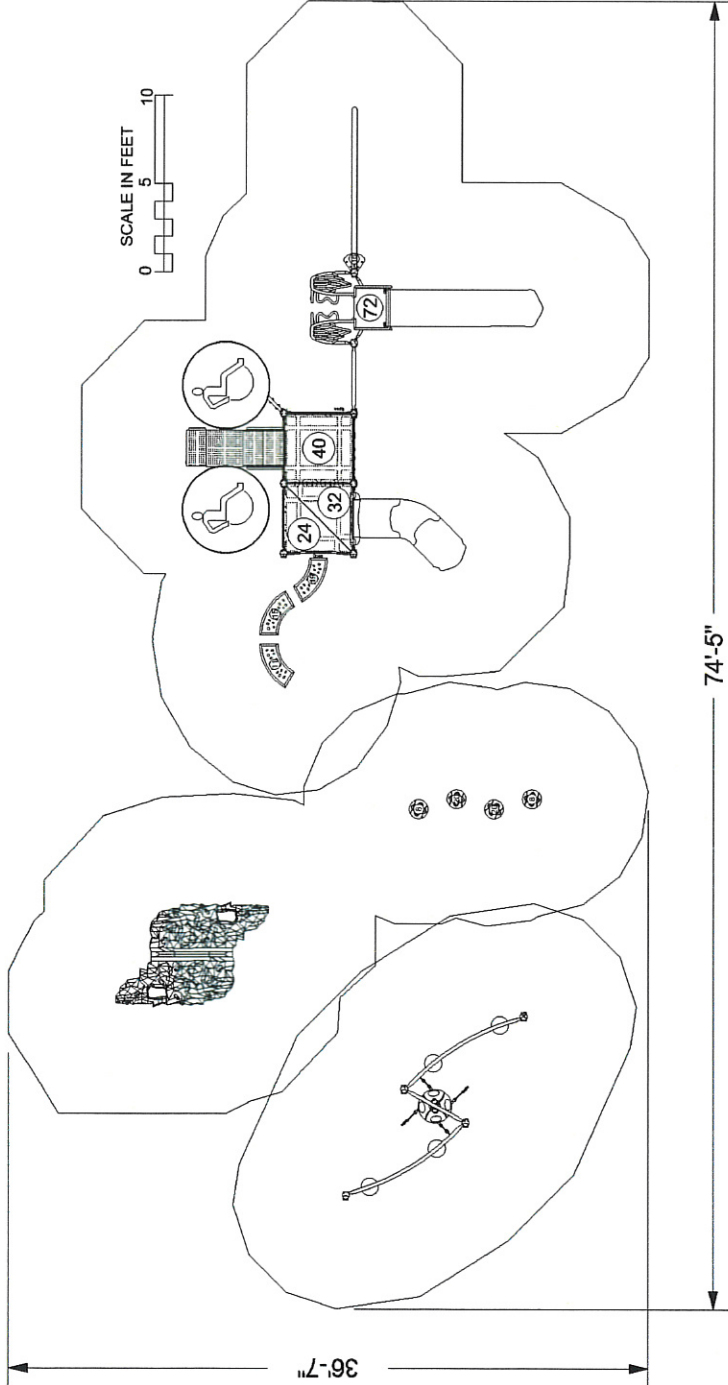


To verify product certification,  
 visit [www.ipema.org](http://www.ipema.org)

The play components identified  
 in this plan are IPEMA  
 certified. The use and layout of  
 these components conform to the  
 requirements of ASTM F1487.  
 To verify product certification,  
 visit [www.ipema.org](http://www.ipema.org)

The space requirements shown  
 here are to ASTM standards.  
 Requirements for other standards  
 may be different.

The use and layout of play  
 components identified in this plan  
 conform to the CPSC guidelines.  
 U.S. CPSC recommends the  
 separation of age groups in  
 playground layouts.



**WARNING!**

ACCESSIBLE SAFETY SURFACING MATERIAL IS REQUIRED BENEATH  
 AND AROUND THIS EQUIPMENT.  
 FOR SLIDE FALL ZONE SURFACING AREA SEE CPSC's Handbook for  
 Public Playground Safety.  
 PLATFORM HEIGHTS ARE IN INCHES ABOVE RESILIENT MATERIAL.

**ADA ACCESSIBILITY GUIDELINE (ADAAG CONFORMANCE)**

NUMBER OF PLAY EVENTS:	16
NUMBER OF ELEVATED PLAY EVENTS:	5
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP:	0
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY TRANSFER SYSTEM:	3
NUMBER OF ELEVATED PLAY EVENTS ACCESSIBLE BY RAMP OR TRANSFER SYSTEM:	3
NUMBER OF GROUND LEVEL PLAY EVENTS:	11
NUMBER OF TYPES OF GROUND LEVEL PLAY EVENTS:	3
RECD:	0
RECD:	3
RECD:	2
RECD:	2



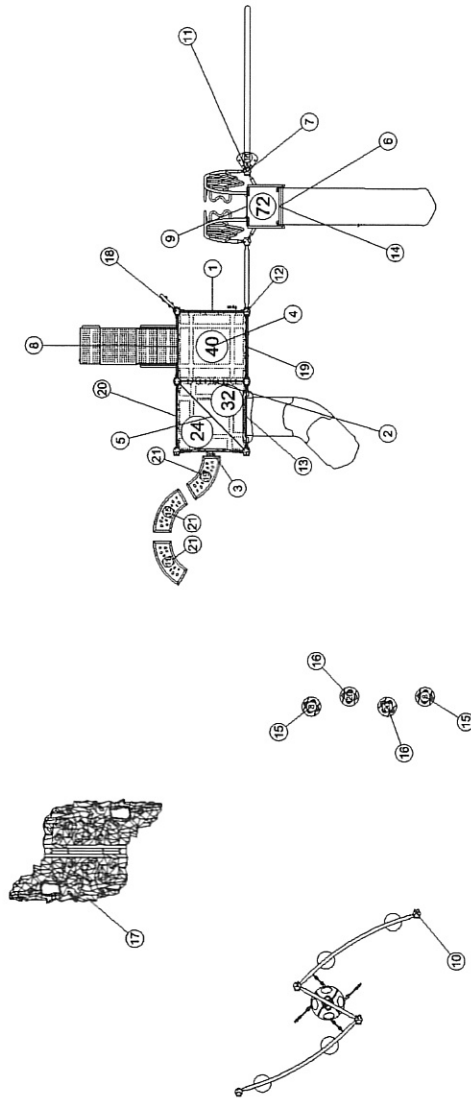
SERIES: Basics, Intensity, Nucleus  
 SITE PLAN  
 DRAWN BY: Kari Champeau

Smithfield Elementary School  
 245 River Road  
 East Stroudsburg, PA 18301

Recreation Resource USA  
 56-113159-1

October 23, 2018

ITEM	COMP.	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0112	UNITARY ENCLOSURE
4	270-0130	SQUARE PLATFORM
5	270-0136	SPLIT SQUARE PLATFORM
6	270-0287	SLIDE PLATFORM
7	370-0027	LAUNCH PAD
8	370-0719	TRANSFER STATION, HANDRAIL
9	370-0855	MERGE CLIMBER
10	370-1588	TAKTIKS BOLT CLIMBER
11	370-1612	APEX ELLIPSE CLIMBER
12	370-1616	TAKTIKS, TALL ROPE WALL
13	470-0563	VIPER R. 32
14	470-0754	VELO SLIDE 64"-72", W/O HOOD
15	560-0463	STEP SPOT POD 8'-16"
16	560-0458	STEP SPOT POD 20-30"
17	560-0544	ROCKIT TUNNEL
18	570-0717	RAINDROPS ACTIVITY PANEL
19	570-2626	NATURE PLAY PIPE WALL
20	570-2646	TRACKS PANEL
21	560-1312	NOVO ARC BENCH



**Burke**

October 23, 2018

SERIES: Basics, Intensity, Nucleus

Smithfield Elementary School

Recreation Resource USA

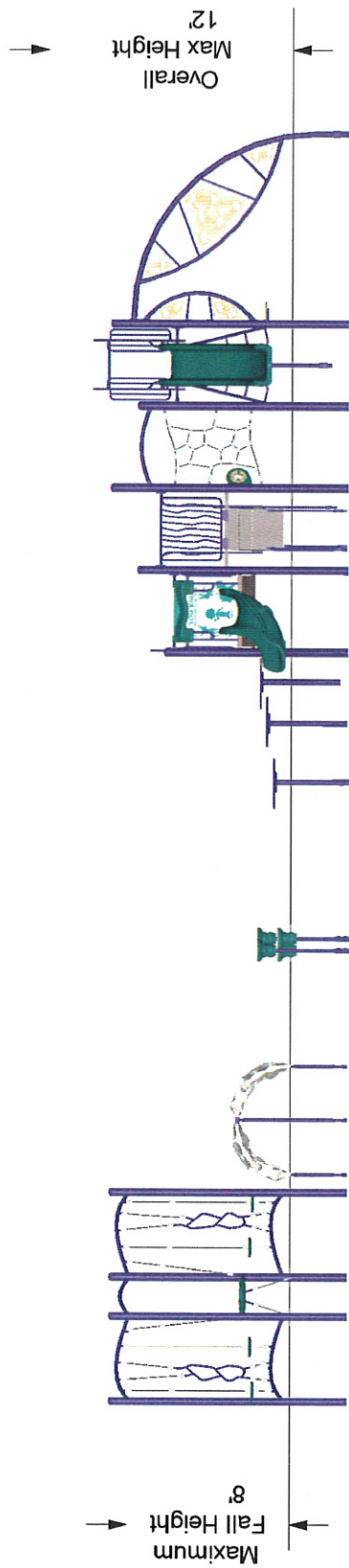
COMPONENT PLAN

245 River Road

56-113159-1

DRAWN BY: Kari Champeau

East Stroudsburg, PA 18301



The protective surfacing for this design must accommodate the critical fall height.

**Burke**

October 23, 2018

SERIES: Basics, Intensity, Nucleus

Smithfield Elementary School

Recreation Resource USA

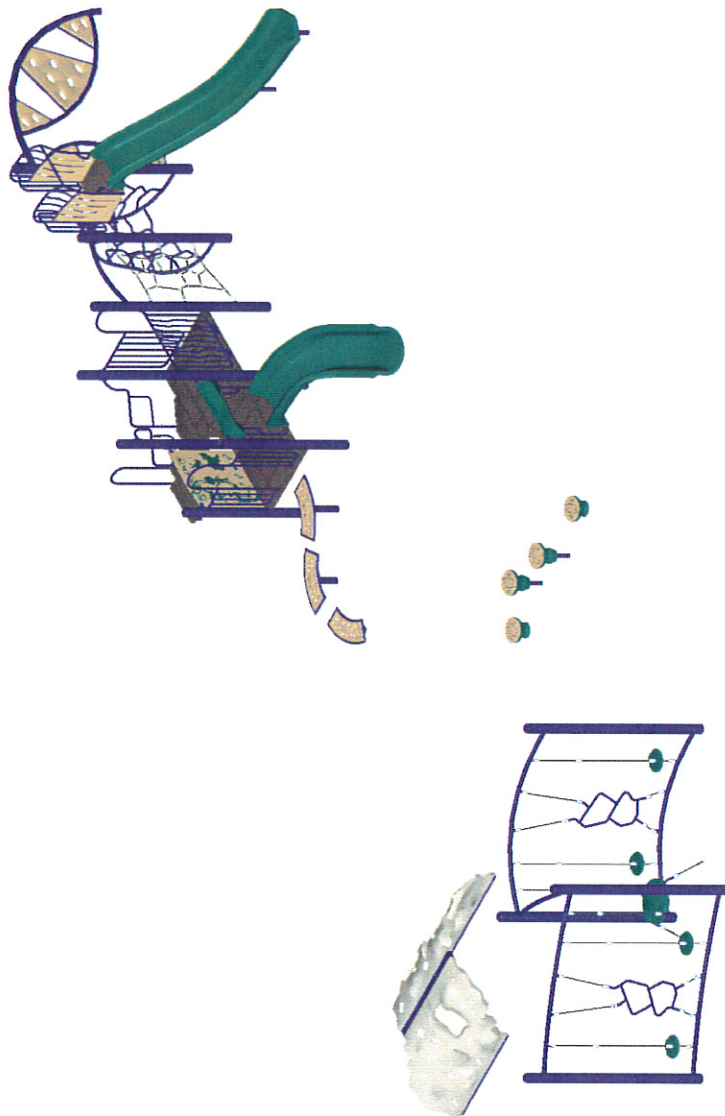
ELEVATION PLAN

245 River Road

56-113159-1

DRAWN BY: Kari Champeau

East Stroudsburg, PA 18301



**Burke**

October 23, 2018

SERIES: Basics, Intensity, Nucleus

Smithfield Elementary School

Recreation Resource USA

ISOMETRIC PLAN

245 River Road

56-113159-1

DRAWN BY: Kari Champeau

East Stroudsburg, PA 18301

BCI Burke Company, LLC PO Box 549 Fond du Lac, Wisconsin 54936-0549 Telephone 920-921-9220



# Proposal # 56-113159-1

October 23, 2018  
2018 Pricing

**Proposal Prepared for:**

William Vitulli  
East Stroudsburg Area School District  
245 River Road  
East Stroudsburg, PA 18301  
Phone:

**Project Location:**

Smithfield Elementary School  
245 River Road  
East Stroudsburg, PA 18301

**Proposal Prepared by:**

Recreation Resource USA  
425 McFarlan Road  
Kennett Square, PA 19348  
Phone: 610-444-4402  
Fax: 610-444-3359  
info@recreation-resource.com

Larry McCullough  
Phone: 610-444-4402  
Fax: 610-444-3359  
info@recreation-resource.com;

larry@recreation-resource.com

Component No.	Description	Qty.	User Cap.	Ext. User Cap.	Weight	Ext. Weight
<b>Burke Basics</b>						
560-0453	STEP SPOT POD 8-16"	2	1	2	19	38
560-0458	STEP SPOT POD 20-30"	2	1	2	21	42
580-1312	NOVO ARC BENCH	3	2	6	43	129
<b>Intensity</b>						
270-0287	SLIDE PLATFORM	1	1	1	152	152
370-0027	LAUNCH PAD	1	1	1	9	9
370-1589	TAKTIKS BOLT CLIMBER	1	8	8	233	233
370-1612	APEX ELLIPSE CLIMBER	1	8	8	184	184
370-1616	TAKTIKS, TALL ROPE WALL	1	2	2	31	31
<b>Nucleus</b>						
270-0001	OFFSET ENCLOSURE	1	0	0	30	30
270-0050	8" CLOSURE PLATE	1	0	0	10	10
270-0112	UNITARY ENCLOSURE	1	0	0	34	34
270-0130	SQUARE PLATFORM	1	6	6	106	106
270-0136	SPLIT SQUARE PLATFORM	1	4	4	103	103
370-0719	TRANSFER STATION, HANDRAIL 40"	1	5	5	199	199
370-0855	MERGE CLIMBER	1	3	3	93	93
470-0563	VIPER R 32	1	2	2	121	121
470-0754	VELO SLIDE 64"-72", W/O HOOD	1	2	2	111	111
570-0717	RAINDROPS ACTIVITY PANEL	1	2	2	8	8
570-2626	NATURE PLAY PIPE WALL	1	0	0	39	39
570-2646	TRACKS PANEL	1	1	1	44	44
600-0104	NPPS SUPERVISION SAFETY KIT	1	0	0	3	3
670-0002	POST ASSEMBLY 5" OD X 107"	2	0	0	58	116
670-0099	INSTALLATION KIT, INTENSITY	1	0	0	2	2
670-0103	MAINTENANCE KIT, INTENSITY	1	0	0	0	0
670-0165	POST ASSEMBLY 5" OD X 123"	4	0	0	66	264
670-0166	POST ASSEMBLY 5" OD X 139"	6	0	0	74	444
<b>RockIt</b>						
560-0544	ROCKIT TUNNEL	1	8	8	247	247

Total User Capacity: 63  
Total Weight: 2,792 lbs.



## Proposal # 56-113159-1

October 23, 2018

2018 Pricing

Total Price: \$33,907

Information is relative to the Oct 23 2018 4:35AM database.

**Special Notes:**

Prices do not include freight, unloading, material storage, site excavation/preparation, removal of existing equipment, removal of excess soil from footing holes, site security, safety surfacing, installation, or sales tax (if applicable). Prices are based on standard colors per CURRENT YEAR BCI Burke Catalog. Custom colors, where available, would be an extra charge. **Pricing is valid for 45 days from the date of this proposal.**



# Proposal # 56-113159-1

October 23, 2018

2018 Pricing

## ***Selected Color List***

<b>Color Group</b>	<b>Color</b>
<i>Phase 1</i>	
Platform	Brown
Accessory	Purple
Kore Konnect	Purple
1 Color Extruded/Flat	Tan
2 Color Extruded/Flat (outer)	Tan
2 Color Extruded/Flat (inner)	Green
Rotomolded	Green
Post	Purple
<i>Phase 2</i>	
Accessory	Purple
Rotomolded	Green
Post	Purple
<i>Phase 3</i>	
Accessory	Purple
2 Color Extruded/Flat (outer)	Tan
2 Color Extruded/Flat (inner)	Green
Rotomolded	Green
Post	Purple
RockIt	Sandstone



# BCI BURKE GENERATIONS WARRANTY®

## The Longest and Strongest warranty in the industry

BCI Burke Company, LLC ("Burke") warrants that all standard products are warranted to be free from defects in materials and workmanship, under normal use and service, for a period of one (1) year from the date of invoice.

### We stand behind our products.

In addition, the following products are warranted, under normal use and service from the date of invoice as follows:

- One Hundred (100) Year Limited Warranty on aluminum and steel upright posts (including Intensity®, Voltage®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™) against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on KoreKonnnect® clamps against structural failure due to corrosion, deterioration or workmanship.
- One Hundred (100) Year Limited Warranty on Hardware (nuts, bolts, washers)
- One Hundred (100) Year Limited Warranty on bolt-through fastening and clamp systems (Voltage®, Intensity®, Nucleus®, Little Buddies® and ELEVATE™/ACTIVATE™).
- Twenty-Five (25) Year Limited Warranty on spring assemblies and aluminum cast animals.
- Fifteen (15) Year Limited Warranty on main structure platforms and decks, metal roofs, table tops, bench tops, railings, loops and rungs.
- Fifteen (15) Year Limited Warranty on all plastic components including StoneBorders against structural failure due to materials or workmanship.
- Ten (10) Year Limited Warranty on ShadePlay Canopies fabric, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, natural deterioration or manufacturing defects. This warranty is limited to the design loads as stated in the specifications.
- Ten (10) Year Limited Warranty on NaturePlay® Boulders and GFRc products against structural failure due to natural deterioration or workmanship. Natural wear, which may occur with any concrete product with age, is excluded from this warranty.
- Ten (10) Year Limited Warranty on Full Color Custom Signage against manufacturing defects that cause delamination or degradation of the sign. Full Color Custom Signs also carry a two (2) year warranty against premature fading of the print and graphics on the signs.
- Five (5) Year Limited Warranty on Intensity® and RopeVenture® cables against premature wear due to natural deterioration or manufacturing defects. Determination of premature wear will be at the manufacturer's discretion.
- Five (5) Year Limited Warranty on swing seats and hangers; Kid Koaster® Trolleys and other moving parts against structural failure due to materials or workmanship.
- Three (3) Year Limited Warranty on electronic panel speakers, sound chips and circuit boards against electronic failure caused by manufacturing defects.

The warranty stated above is valid only if the equipment is erected in conformity with the layout plan and/or installation instructions furnished by BCI Burke Company, LLC using approved parts; have been maintained and inspected in accordance with BCI Burke Company, LLC instructions. Burke's liability and your exclusive remedy hereunder will be limited to repair or replacement of those parts found in Burke's reasonable judgment to be defective. Any claim made within the above stated warranty periods must be made promptly after discovery of the defect. A part is covered only for the original warranty period of the applicable part. Replacement parts carry the applicable warranty from the date of shipment of the replacement from Burke. After the expiration of the warranty period, you must pay for all parts, transportation and service charges.

Burke reserves the right to accept or reject any claim in whole or in part. Burke will not accept the return of any product without its prior written approval. Burke will assume transportation charges for shipment of the returned product if it is returned in strict compliance with Burke's written instructions.

**THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF THE FOREGOING DISCLAIMER OF ADDITIONAL WARRANTIES IS NOT GIVEN FULL FORCE AND EFFECT, ANY RESULTING ADDITIONAL WARRANTY SHALL BE LIMITED IN DURATION TO THE EXPRESS WARRANTIES AND BE OTHERWISE SUBJECT TO AND LIMITED BY THE TERMS OF BURKE'S PRODUCT WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**Warranty Exclusions:** The above stated warranties do not cover: "cosmetic" defects, such as scratches, dents, marring, or fading; damage due to incorrect installation, vandalism, misuse, accident, wear and tear from normal use, exposure to extreme weather; immersion in salt or chlorine water, unauthorized repair or modification, abnormal use, lack of maintenance, or other cause not within Burke's control, and

**Limitation of Remedies:** Burke is not liable for consequential or incidental damages, including but not limited to labor costs or lost profits resulting from the use of or inability to use the products or from the products being incorporated in or becoming a component of any other product. If, after a reasonable number of repeated efforts, Burke is unable to repair or replace a defective or nonconforming product, Burke shall have the option to accept return of the product, or part thereof, if such does not substantially impair its value, and return the purchase price as the buyer's entire and exclusive remedy. Without limiting the generality of the foregoing, Burke will not be responsible for labor costs involved in the removal of products or the installation of replacement products. Some states do not allow the exclusion of incidental damages, so the above exclusion may not apply to you.

Contact your local Burke Representative for warranty information regarding Burke Turf® and Burke Tile products.

### Terms of Sale

**Pricing:** Prices published in this catalog are in USD, are approximate and do not include shipping & handling, surfacing, installation nor applicable taxes. All prices are subject to change without notice. Contact your Burke representative for current pricing. Payments are to be made in USD.

**Weights:** Weights are approximate and may vary with actual orders.

**Installation:** All equipment is shipped unassembled. For a list of factory-certified installers in your area, please contact your Burke representative.

**Specifications:** Product specifications in this catalog were correct at the time of publication. However, product improvements are ongoing at Burke, and we reserve the right to change or discontinue specifications without notice.

**Loss or Damage in Transit:** A signed bill of lading is our receipt from a carrier that our shipment to you was complete and in good condition upon arrival. Before you sign, please check the Bill of lading carefully when the shipment arrives to make sure nothing is missing and there are no damages. Once the shipment leaves our plant, we are no longer responsible for any damage, loss or shortage.

**For more information regarding the warranty, call Customer Service at 920-921-9220 or 1-800-356-2070.**

01/2018

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

# Quote

DATE	Quote No.
10/25/2018	Q18-552

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

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

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

TO:

East Stroudsburg Area SD  
 Attn: Darice Pauselius/Monica Startari  
 484-375-5007/570-856-5068  
 daricejoy@gmail.com  
 monica.startari@gmail.com

Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Larry

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
Re: Smithfield Elementary School					
BCI Burke Play Equipment Proposal #56-113159-1, ages 5-12:					
BCI	Play Unit NU-2752 - List Price			21,400.00	21,400.00
BCI	Level Up Your Playground Sale Discount - Must be ordered by Nov. 16 and shipped by Dec. 21, 2018			-6,400.00	-6,400.00
	PLUS - a Free 6 ft. Buddy Bench valued at \$877				
	Subtotal				15,000.00
BCI	560-0453, Step Spot Pod, 8-16"	2	ea	268.00	536.00
BCI	560-0458 Step Spot Pod, 20-30"	2	ea	268.00	536.00
BCI	370-1589 Taktiks Bolt Climber	1	ea	6,697.00	6,697.00
BCI	560-0544 Rockit Tunnel	1	ea	3,360.00	3,360.00
Ship-PA	Estimated Shipping for above			2,193.75	2,193.75
Install	Installation of above new equipment			4,900.00	4,900.00
Install	Demo - remove (2) existing pieces of equipment			600.00	600.00
Zeager	WoodCarpet Safety Surface	50	cu.yd.	20.00	1,000.00
Ship-PA	Estimated Shipping for Woodcarpet			600.00	600.00
Install	Spreading of Woodcarpet			800.00	800.00
BCI	550-0093, 5" dia. Single Post Swing, with 550-0112 (pair) molded rubber belt seats w/chain - Delivered price if ordered with above equipment	1	unit	1,214.00	1,214.00
Install	Installation of swing only			600.00	600.00

<b>TOTAL</b>
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To confirm order, sign: \_\_\_\_\_ Date: \_\_\_\_\_  
 Quote is based upon shipment of all items to a single destination, unless noted. Changes subject to price adjustment.  
 A deposit or payment in full may be required to place your order.  
 There is a 3% service charge for orders over \$5,000 that are paid by credit card.







425 McFarlan Road, Suite 100  
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Appropriate State Sales Tax Will Be Added Upon Ordering If Applicable

REP
Larry

Quote valid for 30 days. If past 30 days, contact us to verify pricing.

ITEM	DESCRIPTION	QTY	UOM	UNIT	TOTAL
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ALL Burke playground equipment comes with:  
 - Industry-Leading "Generations Warranty™"  
 - FREE Maintenance Kit and NPPS Safety Kit  
 - UV-15 Protectant Molded into Fade-Free Slides and Roofs  
 - KoreKonnnect™ Direct-Bolt Connections utilizing Stainless Steel Tamper-Resistant Hardware with Factory-Applied Threadlocker

Does not include additional licenses or permits (if required). Purchaser to pursue (1) if license or permit is required from local government and (2) costs of licenses or permits. Unless specifically stated, all costs for the permit, license, etc. are to be paid by purchaser prior to beginning construction.

COSTARS 014-074

To confirm order, sign: \_\_\_\_\_ Date: \_\_\_\_\_

<b>TOTAL</b>	<b>\$38,036.75</b>
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Quote is based upon shipment of all items to a single destination, unless noted. Changes subject to price adjustment.

A deposit or payment in full may be required to place your order.

There is a 3% service charge for orders over \$5,000 that are paid by credit card.

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



Recreation Resource USA  
**TO PROCESS YOUR ORDER:**

ALL of the following information is required to process your order.

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

\_\_\_\_\_

\_\_\_\_\_

Email for \_\_\_\_\_

\_\_\_\_\_

Invoices: \_\_\_\_\_

\_\_\_\_\_

24 hour call before Contact name and  
Phone number:

\_\_\_\_\_  
Liftgate required? (if Y, additional fees may apply) ( y / n )

\_\_\_\_\_  
Do not ship before date (if applicable):

\_\_\_\_\_  
Requested delivery date:

\_\_\_\_\_  
Product Colors (if applicable):

\_\_\_\_\_  
Reason for Required Delivery Date (ie Memorial, Special Event, Grand Opening, etc.)

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

**TERMS AND CONDITIONS**

**IMPORTANT:** Your signature here or on the quotation acknowledges your acceptance of these terms and conditions and confirms your order.

**WARNING:** Installation of playground equipment over a hard surface such as concrete, asphalt or packed earth may result in serious injury from falls. Recreation Resource USA advises use of resilient materials under and around all equipment that complies with the recommendations of current CPSC and ASTM guidelines.

**SHIPMENTS RECEIVED IN DAMAGED CONDITION**

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

**TYPOGRAPHICAL ERRORS**

Stenographic and clerical errors, whether in mathematical computation or otherwise, made by Seller on either an estimate or invoice issued to Buyer shall be subject to correction.

**DELAYS**

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

**ASSEMBLY AND INSTALLATION**

Assembly and installation is the responsibility of the owner unless specified in the quote. Products are inspected prior to shipment. Recreation Resource shall not be responsible for defects or modifications to products due to improper installation or assembly. Customer will be responsible for costs due to failed inspections, lack of permits, additional work days, etc. that may cause delays on job site.

**TITLE**

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

**TIMELY PAYMENT**

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

**WARRANTY**

Products may come with a warranty from the manufacturer, please request this information if required. All implied warranties are hereby excluded, including implied warranty of merchantability and fitness for particular purpose. Seller will not be liable for any consequential or special damages resulting from its

performance hereunder. COMPLETE payment for product MUST be made within terms stated upon purchase or Warranties shall become null and void. Products may be repossessed due to non-payment and may only be repurchased at full price plus redelivery fees.

**CHANGES TO DELIVERY**

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

**RESTOCKING FEE**

STOCK MATERIAL may be returned by customer subject to a 30% restocking fee with a minimum charge of \$25.00. Customer will also absorb all freight charges for returns. Any CUSTOM MATERIAL is non-returnable and all payments shall be made, no exceptions.

**STORAGE FEES**

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

**ATTORNEYS' FEES**

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

**CONTROLLING PROVISIONS**

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

**MEDIA AND ADVERTISING RIGHTS**

Recreation Resource USA reserves all rights to utilize photographs, renderings, drawings, or descriptions of equipment sold in our advertising and other promotional materials. We may apply our logo to custom signage, equipment, or otherwise be visible for advertising purposes.

Recreation Resource USA  
**TO PROCESS YOUR ORDER (continued)**  
**ALL** of the following information is **required** to process your order.

## **ACCEPTABLE PAYMENT OPTIONS**

### **Option 1**

- Provide a check for 100% of the entire order at time of order
- \*\*\* This option is **required** for **all** orders \$5,000 and under

### **Option 2**

- Provide a check for 50% of the entire project at the time of order
- Provide a check for 50% of the balance at time of delivery

### **Option 3**

- Provide (3) credit references. If all checks out **and** you have history of timely payments with our company,
  - Provide a check for 25% of the entire project at the time of order
  - Provide a check for 75% of the entire project at the time of delivery

***If references and payment history are unacceptable, Option 1 or Option 2 is required***

**NET 30 TERMS on PURCHASE ORDERS from:**  
CITIES, TOWNSHIPS, BOROUGHES, COUNTIES, SCHOOL DISTRICTS or INTERMEDIATE UNITS,  
UNIVERSITIES, STATE, OR FEDERAL ENTITIES

**Processing Fee of 3% is Added for Payments with Credit Card on Orders Over \$5,000**  
**We cannot waive this fee if payments are split! Total Order Value Dictates This**