

V. ITEMS FOR DISCUSSION:

- a. Food Service Truck RFP Results

Food Services Truck Procurement

November 2018

A. Why are you requesting the service/needs?

Current Status: 4 Vans

- North; JTL; South (2) (one used by the courier)
 - 2000 Van is non repairable (see findings by South Garage)
- 2016 vehicle inventory noted that the 2000 van would need to be replaced

Need:

- Transport of foods, supplies, and trays daily (South to Hill daily)
- Delivery of food items from 2 storage freezers (JTL and Resica)
- Delivery of foods between schools
- Pickup and delivery of farm fresh produce and other food items
- Summer program (4 vehicles needed daily)
 - 2 vans used daily by staff; 1 van used by courier; 4th vehicle needed for deliveries for Hill and other sites

Suggested replacement:

- 14 - 15-foot box truck with lift gate

Why box truck vs van:

- Carry upright warmers with foods to satellite locations: Hill and the parks (summer)
- Move pallets of product from one location to next
- More capacity for transporting items
- Move larger pieces of equipment, supplies, and furniture from school to school

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts.

- There were four quotes received:
 - New Holland Auto Group: \$43,996
 - Faulkner Auto: \$41,646
 - Barlow Chevrolet: \$41,438
 - Bergey's Trucks: \$42,446

Food Services Truck Procurement

November 2018

C. Procurement Method:

- Quote

D. Funds account to be charged for Procurement

- Food Services
- Account name: 50-3100-750-000-00-000-000-0000

E. Selection of winning proposal

- Was the lowest price selected?
 - i. No, Falkner was selected.
 1. The quote was \$208 dollars higher than the lowest quote. (Barlow Chevrolet)
 2. The school district has dealt with and purchased vehicles from Falkner previously and has found them very responsive to our needs and concerns.
 3. Falkner dealership are located in PA.
 4. Falkner is approved for Costars.
 5. Falkner has dealerships in Bethlehem and Lancaster. Easier access to dealer in case of need for warranty work.

F. Other

- Quote was out for review for over three weeks (minimum is three weeks)
- Quote advertised in the Pocono Record.
- Ten dealerships were solicited by mail.
- Quote was advertised on the school district website. (Business Office)
- Quotes were opened in the presence of Marisela Horton (Business Office) Martha Determan (Food Services Office) and Paul Schmid (Food Services Office)

10/29/18

<u>COMPANY</u>	<u>NON-COLLUSION</u>	<u>PRICE</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>COSTARS</u>
New Holland Auto Group	Yes	\$43,996	<u>Jordan Diclemente</u>	(717)341-1011	Yes
Faulkner	Yes	\$41,646	Steve Dragon	(610) 436-5600	Yes
Barlow Chevrolet	Yes	\$41,438.00	Glen Fair	(856) 777-8727	N/A
Bergey's Truck	Yes	\$42,446	Mike Skrzat	(484) 744-0137	N/A

ISUZU
TRUCK

FAULKNER ISUZU TRUCK

Steven Dragon | 610-436-5600 | thefleetdragon@faulknerauto.com

East Stroudsburg Area School District



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Initial: _____



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East Stroudsburg Area School District (2018 NPR Gas Cab Chassis, DB2 132.5", 12,000 GVWR. White, Standard model specifications with power windows and door locks)

Standard Equipment Summary

Code	Description
Tires	
I5H	LRR (low rolling resistance)
Engine	
L96	GMPT-V8 8 cylinder V block, four cycle overhead valve water cooled Vortec 6 Liter SFI V8. Electronically controlled sequential port fuel injection. Six bolt main cap design for heavy duty performance. Engine Control Module (ECM) and Transmission Control Module (TCM) engine control system. Engine cruise control, engine oil cooler.
Engine Rating	
I7B	297 HP gross @ 4300 RPM; 372 lb.-ft. gross torque @ 4000 RPM
Transmission	
MYD	6L90-E Hydra-Matic, 6-speed automatic with lock-up converter and overdrive. Ratios: Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1
Wheelbase	
IA9	132.5 inches, Includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in3 RBM 316,800 lb./ft./in. per rail.
Air Cleaner	
KNX	Dry paper single element. Air cleaner canister standard with air restriction gauge.
Alternator	
IL2	145 Amp. output with Integral regulator.
Battery	
IL3	Single Delco 12-V maintenance free 750 CCA frame mounted battery box
Exhaust	
I41	Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.
Front Axle	
ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.
Front Suspension	
ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar
Front Wheels	
RBV	16" X 6", 6-hole disc, painted white.
Front Tires	
I53I69	215/85R16E (10 ply) tubeless Radial, all season tread.
Rear Suspension	
I8J	12,900 lbs. Capacity semi elliptical; main and auxiliary multi- leaf spring. Includes shock absorbers.
Rear Axle	
I36	R040, single-speed, 11,020 lb. capacity with oil lubricated rear wheel bearings.
Ratio	
O66	4.100:1
Rear Wheels	
RBZ	16" X 6", 6-hole disc, painted white.
Rear Tires	

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Standard Equipment Summary

Code	Description
153134	215/85R16E (10 ply) tubeless Radial, all season tread.
Fuel Tank	
IG5	30 gal. rectangular fuel tank. Mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill.
Seat	
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.
Brakes	
IR8	Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.
Air Conditioning	
C60	Air conditioner
Power Windows & Door Locks	
IL0	Yes
Model Option	
04	White, Standard model specifications with power windows and door locks
Accessories	
IX2	Rear body dome lamp switch
8RP	AM/FM/CD radio with Aux input/USB port and Bluetooth RPO

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Warranty

Coverage	Warranty Limitations (Time or Mileage, Whichever Comes First)		Percent of Dealer's Normal Charge Paid by Owner	
	Time	Vehicle Miles	Parts	Labor
Basic	0-3 Years	0-36,000	No Charge	No Charge
Engine	0-5 Years	0-75,000	No Charge	No Charge
• Transmission	0-5 Years	0-75,000	No Charge	No Charge
• Drive Axle				
• Driveshaft				
• Front Axle I-Beam				
• Crossmembers				
Frame Rails	0-3 Years	0-36,000	No Charge	No Charge
Frame Rails	3-5 Years	Unlimited	50%	50%
Engine Emissions Control System	0-5 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System California	0-3 Years	0-50,000	No Charge	No Charge
Engine Emissions Control System California	0-7 Years	0-70,000	No Charge	No Charge
Tires	0-2 Years	0-24,000	No Charge	No Charge
Corrosion (Rust Through)	0-4 Years	Unlimited	No Charge	No Charge

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East Stroudsburg Area School District (2018 NPR Gas Cab Chassis, DB2 132.5", 12,000 GVWR. White, Standard model specifications with power windows and door locks)

Selected Model and Options

	Code	Description	Weight	Invoice
Model				
	DB2	NPR Gas Cab Chassis 132.5		\$32,804.00
	04	White, Standard model specifications with power windows and door locks		\$0.00
Tires				
	I5H	LRR (low rolling resistance)	0.0 lbs.	Inc.
Engine				
	L96	GMPT-V8 8 cylinder V block, four cycle overhead valve water cooled Vortec 6 Liter SFI V8. Electronically controlled sequential port fuel injection. Six bolt main cap design for heavy duty performance. Engine Control Module (ECM) and Transmission Control Module (TCM) engine control system. Engine cruise control, engine oil cooler.	0.0 lbs.	Inc.
Engine Rating				
	I7B	297 HP gross @ 4300 RPM; 372 lb.-ft. gross torque @ 4000 RPM	0.0 lbs.	Inc.
Transmission				
	MYD	6L90-E Hydra-Matic, 6-speed automatic with lock-up converter and overdrive. Ratios: Gear and Ratios 4.027, 2.364, 1.532, 1.152, 0.0852, 0.667, Rev. 3.064:1	0.0 lbs.	Inc.
Wheelbase				
	IA9	132.5 inches, includes ladder type channel frame. Full C section straight frame 33.5 inches wide. Yield strength 44,000 psi; section modulus 7.20 in ³ RBM 316,800 lb./ft./in. per rail.	0.0 lbs.	Inc.
Air Cleaner				
	KNX	Dry paper single element. Air cleaner canister standard with air restriction gauge.	0.0 lbs.	Inc.
Alternator				
	IL2	145 Amp. output with integral regulator.	0.0 lbs.	Inc.
Battery				
	IL3	Single Delco 12-V maintenance free 750 CCA frame mounted battery box	0.0 lbs.	Inc.
Exhaust				
	I41	Single horizontal aluminized steel with catalytic converter and oxygen sensor devices.	0.0 lbs.	Inc.
Front Axle				
	ID2	"I"-beam rated at 6,830 lbs. Includes integral hydraulic power steering. Ratio 18.8-20.9:1.	0.0 lbs.	Inc.
Front Suspension				

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Selected Model and Options

Code	Description	Weight	Invoice
ID8	8440 lbs. Capacity semi elliptical tapered leaf spring. Includes shock absorbers and stabilizer bar	0.0 lbs.	Inc.
Front Wheels			
RBY	16" X 6", 6-hole disc, painted white.	0.0 lbs.	Inc.
Front Tires			
I53I69	215/85R16E (10 ply) tubeless Radial, all season tread.	0.0 lbs.	Inc.
Rear Suspension			
I8J	12,900 lbs. Capacity semi elliptical; main and auxiliary multi- leaf spring. Includes shock absorbers.	0.0 lbs.	Inc.
Rear Axle			
I36	R040, single-speed, 11,020 lb. capacity with oil lubricated rear wheel bearings.	0.0 lbs.	Inc.
Ratio			
066	4,100:1	0.0 lbs.	Inc.
Rear Wheels			
RBZ	16" X 6", 6-hole disc, painted white.	0.0 lbs.	Inc.
Rear Tires			
I53I34	215/85R16E (10 ply) tubeless Radial, all season tread.	0.0 lbs.	Inc.
Fuel Tank			
IG5	30 gal. rectangular fuel tank. Mounted between frame rail with electric type fuel pump (mounted in tank). Through the rail fuel fill.	0.0 lbs.	Inc.
Seat			
AQB	Driver seat is reclining high back. Two single occupant fold down seats with tray backs.	0.0 lbs.	Inc.
Brakes			
IR8	Dual circuit, vacuum assisted hydraulic with EBD (Electronic Brake Distribution). Disc front and self-adjust outboard mounted drum rear. Mechanical, transmission mounted parking brake. Non-asbestos semi metallic linings are standard. 4 channel anti-lock brake system.	0.0 lbs.	Inc.
Air Conditioning			
C60	Air conditioner	0.0 lbs.	Inc.
Power Windows & Door Locks			
IL0	Yes	0.0 lbs.	Inc.
Model Option			
04	White, Standard model specifications with power windows and door locks	0.0 lbs.	Inc.
Additional Options			

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East Stroudsburg Area School District (2018 NPR Gas Cab Chassis, DB2 132.5", 12,000 GVWR. White, Standard model specifications with power windows and door locks)

Selected Model and Options

Code	Description	Weight	Invoice
IF6	Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	19.0 lbs.	\$66.00
I66	Engine Block Heater (120V 600W)	1.0 lbs.	\$99.00
UZF	Back up alarm	1.0 lbs.	\$84.00
Accessories			
IX2	Rear body dome lamp switch	0.1 lbs.	Inc.
8RP	AM/FM/CD radio with Aux Input/USB port and Bluetooth RPO	0.0 lbs.	Inc.
Totals			
	Base Price		\$32,804.00
	Destination Charge		\$1,125.00
	DEF Fill Charge		\$0.00
	Total Options Price		\$249.00
	Tire Weight Tax		\$0.00
	Total		\$34,178.00

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East Stroudsburg Area School District (2018 NPR Gas Cab Chassis, DB2 132.5", 12,000 GVWR. White, Standard model specifications with power windows and door locks)

Quote Worksheet

	MSRP
Base Price	\$42,056.00
Destination Charge	\$1,125.00
DEF Fill Charge	\$0.00
Options	
White, Standard model specifications with power windows and door locks	\$0.00
Fire Extinguisher and Triangle Kit mounted in rear organizer on standard cab and under rear seat on crew cab	\$88.00
Engine Block Heater (120V 800W)	\$132.00
Back up alarm	\$112.00
Subtotal	\$43,513.00
14' Morgan body with liftgate	\$10,505.00
Dealer mark up per PA Costars contract	\$525.00
PA State Inspection	\$125.00
Subtotal Additional Equipment	\$11,155.00
Subtotal Miscellaneous Equipment	\$0.00
Pre-Tax Subtotal	\$54,668.00
Less Customer Discount	(\$-13,097.00)
Subtotal Discount	(\$-13,097.00)
Taxable Price	\$41,571.00
Sales Tax	0% \$0.00
Subtotal Taxes	\$0.00
PA Municipal registration	\$75.00
Subtotal Post-Tax Adjustments	\$75.00
Less Post-tax Customer Discount	\$0.00
Subtotal Discount	\$0.00
Total Sales Price	\$41,646.00


 Dealer Signature/Date 9/17/18

 Customer Signature/Date

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DN-0463937-2

Quoted By: Joann May

Created: 8/28/2018

Revised: 9/17/2018

901 Woodbine Avenue • Bensalem, PA 19020 • Phone: 215-638-8700 • Fax: 215-638-9520 •

Configuration: GVSD 85-14-96 FT

Sales Representative:

Reference:

Customer

FAULKNER ISUZU
705 AUTOPARK BLVD

WEST CHESTER, PA 19382

Customer Number:

Terms: NET 20

Contacts

STEVE DRAGON
p. 610-436-5600
f. 610-436-4202

Ship to:

p.

Ship To

FAULKNER G M C
705 AUTOPARK BLVD

WEST CHESTER, PA 19382

Shipping Method: Delivery/Driveaway

Model	Description	Plant
GVSD08514FT	MORGAN DRY FREIGHT "FAST TRACK" VAN BODY 14 FT P A NOMINAL	Morgantown

Body Dimensional Chassis Information

Inside Height:	85.12	Make:	ISUZU	Year:	2018
Inside Length:	167.13	Model:	NPR Gas (2012 and Newer Model) 12,000 GVWR (DB1/JB1, DB2/JB2, DB3/JB3, DB4/JB4)	WB:	132.5
Inside Width:	92.13	Expected Date:		FW:	33.5
Rear Door Opening (W x H):	88 W X 79.25 H	Color:	WHITE	FOB:	103
		Rear Axle:	Single (1)	Val:	No
		Al. Horns on Cab:	No	Exh:	

Note: Body dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

OPTION	DESCRIPTION	QTY	Weight**
SUBFRAME	3" I-BEAM CROSSMEMBERS ON 16" CENTERS WITH 6" CHANNEL LONGRAIL WITHOUT WHEELPANS	1	591.29
	MYLAR TAPE IS APPLIED BETWEEN ALL STEEL SUBFRAME COMPONENTS AND EXTRUDED ALUMINUM LOWER BOTTOM RAILS TO PREVENT CORROSION	1	0.15
MOUNTING	FULL MOUNT-U BOLT	1	122.96
	WOODEN CRUSHER BLOCKS IN THE CHASSIS FRAME AT EACH U-BOLT	8	13.84
	MUDFLAPS-24"X30" BLACK MORGAN	1	16.62
FLOOR	1 1/8 IN. LAMINATED HARDWOOD FASTENED TO SUBFRAME WITH 2 COUNTERSUNK SCREWS PER FLOOR BOARD PER CROSS MEMBER IN A STAGGERED PATTERN. FLOOR BOARDS ARE SHIP LAPPED AND PRE-UNDERCOATED FOR PROTECTION FROM ELEMENTS.	1	477.55
THRESHOLD	STEEL GALVANIZED ANGLE FLUSH TO REAR	1	7.18
REAR DOOR	REARDOOR OVERHEAD MORGAN STANDARD	1	247.02
	SPACER KIT FOR MONOBOLTED OVERHEAD DOOR INSTALLATION	1	1.59
	VINYL SEAL KIT WITH MONOBOLTED OVERHEAD DOOR	1	3.93
REAR FRAME	HEADER SUB-COMPONENT GALVANNEALED WITH 35 OR S36 LIGHTS	1	56.99
	ENDPLATE SUB-COMPONENT FOR DRY FREIGHT FOR OVERHEAD DOOR FOR 4.12" V-GROOVE	1	74.94
	ENDPLATE FOR QUICK MOUNT LIFTGATE		

Quotation Number: QN-0422596-2

Page 1 of 4

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	POST REINFORCEMENT FOR SINGLE LAMP POSTS	1	8.78
SKINS-SIDES	.040 ALUMINUM PREPAINTED WHITE	1	102.12
	RIVETS FOR FRONT AND SIDEWALLS-14 BODY	1	2.8
SIDE WALL	EXTRUDED ALUMINUM TOP AND BOTTOM RAILS WITH 1 3/8 IN. DEEP GALVANIZED STEEL Z-SHAPED VERTICAL POSTS INSTALLED ON 16 IN. CENTERS CURBSIDE.	1	93.89
	EXTRUDED ALUMINUM TOP AND BOTTOM RAILS WITH 1 3/8 IN. DEEP GALVANIZED STEEL Z-SHAPED VERTICAL POSTS INSTALLED ON 16 IN. CENTERS ROADSIDE.	1	93.89
LINER-SIDE	LINER-SIDES 3/8" PLYWOOD FULL	2	331.32
INTERIOR TIES	TIE RING "D" RECESSED	6	2.28
INT. TIES-SIDEWALL	ROW1 AT 40 INCH CENTERLINE TO FLOOR BOTH SIDES OF BODY WITH POST STATIONS AT 24,72,120 LOCATE RINGS ON 48 INCH CENTERS FRONT TO REAR	1	0.001
FRONT END	AERODYNAMIC ALUMINUM RADII WITH STEEL Z POSTS	1	46.91
SKINS-FRONT	.040 ALUMINUM PREPAINTED WHITE	1	23.7
LINER-FRONT	LINER-FRONT 1/2" PLYWOOD FULL	1	108.69
ROOF	.032 ONE PIECE ALUMINUM SHEET WITH ANTI-SNAG ROOF BOWS ON 24 IN. CENTERS WITH CROWNED ROOF DESIGN WHICH PREVENTS WATER/ICE POOLING	1	91.35
	AERODYNAMIC ALUMINUM RADIUS AND POLY-TUFF CORNER CAPS	1	27.62
INTERIOR LIGHTS	ONE INTERIOR LED DOME LAMP	1	2.58
	TOTAL DOMELIGHT(S) = 1;	1	0
	SWITCH WITH INDICATOR MOUNTED IN CAB DASH	1	6.45
	NOTE: MORGAN SWITCH CHOSEN. MORGAN WILL NOT USE CHASSIS OEM SWITCH.	1	0
LIFTGATE	MAXON TE-20LGD 36" X 80", 2000LB CAPACITY, STEEL WEDGE PLATFORM WITH 96" WIDE EXTENSION PLATE	1	0
LIFTGATE OPTION	MORGAN - LIFTGATE POWER CUT-OFF SWITCH MOUNTED IN CAB DASH	1	7.75
EXTERIOR LIGHTS	TECNIQ S36 LED SEALED CLEARANCE LIGHT, PER FMVSS-108 INSTALLED IN FRONT CORNER CAPS, SIDE TOP RAILS AND FIVE ACROSS REAR HEADER.	1	4.94
LIFTGATE OPTION	LIFTGATE NARROW STRUCTURAL WITH 3"X14" RUBBER BUMPER BLOCKS	1	90.23
EXTERIOR LIGHTS	REAR MAIN HARNESS FOR LED LIGHTS	1	2.67
	CONVERTER FOREIGN CHASSIS WIRING TO DOMESTIC WIRING	1	0.33
	TECNIQ LED REAR LIGHTS RECESSED IN REAR POST/DOMESTIC COMBINED STOP TURN TAIL AND BACKUP LAMP	1	2.61



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LIFTGATE	MOUNTING ANGLE ON ROADSIDE OF LIFTGATE MOUNT PLATE FOR TE-25 TO INSTALL LICENSE BRACKET WITH LIGHT	1	2.15
PAINT	REAR FRAME STEEL WHITE, INCLUDES PAINTING REAR ENDPLATE BLACK	1	0.001
DECALS	MORGAN-BLACK-FULL MOUNT	1	0.11
	CAUTION-UNIT NOT DESIGNED FOR FORKLIFT OR PALLET JACK USE	1	0.19
	INSTALL ANJER LOGO DECALS	1	0
SAFETY ITEMS	ALUMINUM 12" GRAB HANDLE-BOLTED	2	1.02
	GRAB HANDLE MOUNTED ON CURBSIDE AND ROADSIDE REAR	1	0
	CONSPICUITY TAPE INSTALLATION	1	0.38
	BOTH SIDES OF BODY, ACROSS BOTTOM OF REAR DOOR, UNDERRIDE PROTECTOR, AND TWO INVERTED L's ON THE UPPER OUTBOARD CORNERS. PER DRAWING CONSP00	1	0
MISCELLANEOUS	FUEL NECK INSTALLATION	1	0.81
			Total Body Weight 2669.632

NOTES TO CUSTOMER:

DIMENSIONAL DATA: All dimensions, weights, and measurements specified herein are estimates and are subject to Morgan's manufacturing tolerances, may change without notice, and may vary depending on options selected. Please contact Morgan for dimension, weights, and measurements for your particular truck body and chassis.

NOTICE: Morgan Corporation manufactures all vehicles to conform to applicable U.S. Federal Motor Vehicle Safety Standards (FMVSS) in effect at time of manufacture. Buyer/end-user is responsible for ensuring this vehicle, when operated, meets all applicable federal, state and local rules, regulations and statutes, including, but not limited to, those governing safety equipment, cargo securement, and accessories.

Morgan will give Customer a notice of release ("Release Notice") of their completed truck body units ("Vehicles") and Customer will remove, or authorize Morgan to remove, the Vehicles from Morgan's lot within five (5) days of the date thereof. After which time, and pursuant to Morgan's Standard Sales Agreement, Morgan shall not be responsible for any loss or damage thereto, for any reason, including, but not limited to, such loss or damage caused by fire, flood, storm, act of God, vandalism, accident, explosion, war, strike, civil or military authority, or any other similar causes.

In addition, Customer agrees to reimburse Morgan's then current lot lease expenses for every month past fourteen (14) days of the date of the Release Notice that the Vehicles remain on Morgan's lot. Customer also agrees to pay Morgan for all costs incurred, after fourteen (14) days of the date of the Release Notice, to maintain the Vehicles in satisfactory (road-worthy) working order.

Morgan shall not be responsible nor otherwise be held liable for cargo loss, loss of use, property damage, commercial (economic) loss, or other direct, indirect, incidental, consequential, or special damages alleged to have been caused by any Morgan product, or any delay in delivery of such product.

Morgan and ANJER INC reserves the right to withdraw this proposal if not accepted within 30 days. Morgan and ANJER INC's Standard Sales Agreement Terms and Conditions apply to this quotation. Copies available upon request. Any additional or different terms proposed by Buyer are objected to and hereby rejected.

Subtotal: \$10,505.00

Estimated Tax: \$0.00

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

Sell Price Each: \$10,505.00

x Qty: 1

Pricing may or may not include an estimation of applicable sales tax.

Total Quote Price: \$10,505.00



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Created: 8/28/2018

Revised: 9/17/2018

901 Woodbine Avenue • Bensalem, PA 19020 • Phone: 215-638-8700 • Fax: 215-638-9520 •

Customer Signature:	Date of Acceptance:	Customer PO Number:
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PO and Chassis Details:

* Chassis Expected Date:

PO #	Chassis VIN	Customer Unit #	Chassis Factory #
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1

** PO #, Chassis VIN #, and Chassis Expected Date are required when placing order with Morgan Corporation. Please provide if not listed above.*

Options available at additional cost per body:

1.)	1 ROW RECESSED E TRACK ON SIDE WALLS	\$ 239.00
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DISTRICT OF EAST STROUDSBURG AREA SCHOOL DISTRICT

2018 ISUZU MODEL NPR GAS CAB CHASSIS

The undersigned agrees to furnish and deliver to *East Stroudsburg Area SD*

One (1) New _____ 2018 Isuzu Model NPR Gas Cab Chassis, with the specifications set forth herein and all regulations of the school code and the Commonwealth of Pennsylvania.

It is understood that the vehicle be completely serviced, state inspected (including emissions) and municipal tag is applied for and ready for operation.

Make/Model and year:

*2018 ISUZU NPR w/14' MORGAN
BODY & LIFTGATE*

Bid price each without trade in: *\$41,646.00*

Forty One Thousand Six Hundred Forty Six & 00/100

Dealer: *Faulkner GMC-Isuzu*

Phone: *610-436-5600*

Address: *705 AVONPARK BLVD
WEST CHESTER PA 19382*

Contact Person: *STEVE DRAGON*

Title: *Fleet Sales Mgr*

East Stroudsburg Area School District
Food Services Division
50 Vine Street
East Stroudsburg, PA 18301

NON-COLLUSION AFFIDAVIT

Contract/Bid Name: FOOD SERVICE TRUCK

State of PENNSYLVANIA :

County of CHASTER :

I state that I am Fleet Sales Man of Faulkner GMC-Isuzu
[Title] [Name of Firm]

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

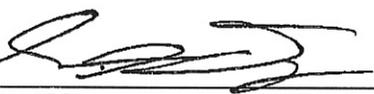
- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

- (5) Faulkner GMC-Isuzu, its' affiliates, subsidiaries, officers, directors, and [Name of Firm] and employees are not currently under investigation by any governmental agency and have not in the last four 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 except as follows:

I state that Faulkner GMC-Isuzu understands and acknowledges that
[Name of Firm]

the above representations are material and important, and will be relied upon by
E. Stroudsburg Area School Dist. in awarding the contract(s) for which this bid
[Name of Public Entity]

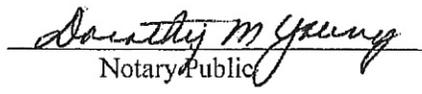
is submitted. I understand and my firm understands that any misstatement in this
affidavit is and shall be treated as fraudulent concealment from E. Stroudsburg Area School Dist.
[Name of Public Entity] DIST
of the true facts relating to the submission of bids for this contract.



[Name and Company Position]

Steven A. Driscoll
Frost Sals Mgr

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17 DAY
OF SEPT, 2018


Notary Public

My Commission Expires

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Dorothy M. Young, Notary Public
West Goshen Twp., Chester County
My Commission Expires July 14, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

V. ITEMS FOR DISCUSSION:

c. Budget Review – 3,000, 4000 & 5000 Functions

3000 – Operational of Non-Instructional Services

Activities concerned with providing non-instructional services to students, staff or the community.

The 3000 function series is broken down into several sub categories as directed by the Pennsylvania Department of Education (PDE.)

3100 – Food Services

- We record all food service costs to this function.
- This service area includes the preparation and serving of regular meals, lunches or snacks in connection with school activities and the delivery of food. Whether utilizing school staff or a contracted service, the accounting for the food service activities should be done in an Enterprise Fund (Fund #50) rather than in the General Fund.

3200 – Student Activities

- School sponsored activities under the guidance and supervision of the LEA staff.
- 3210 - School sponsored student activities, under the guidance and supervision of LEA staff, designed to provide students such experiences as motivation, enjoyment, and improvement of skills. Co-curricular activities normally supplement the regular instructional program and include such activities as band, chorus, choir, speech, debate, and peer counseling. Also included are student financed and managed activities, such as: Class of 20xx, Chess Club, and Senior Prom.
- 3250 – School sponsored activities - School sponsored activities under the guidance and supervision of LEA staff, designed to provide opportunities to students to pursue various aspects of physical education.

3300 – Community Services

- Those activities concerned with providing community services to students, staff or other community participants. Examples of this function would be the operation of a community swimming pool, a recreation program for the elderly. Our E-team is coded here and so are some of our Title I outreach programs.

3400 – Scholarship and Awards

- Record here the amounts associated with awards or scholarships not accounted for in any other area.

4000 Facilities Acquisition, Construction, and Improvement Services

Capital Facilities Acquisition, Construction, and Improvements are capital expenditures incurred to purchase land, buildings, service systems, and built-in equipment. Expenditures include the initial purchase of land and buildings; construction; remodeling, additions, and improvements to buildings; initial installation, replacement or extension of service systems; and other built-in equipment, as well as improvement to sites, and activities related to all of the above. **This function is usually not used in the general fund, you will see this function in the capital reserve fund (32).**

5000 Other Expenditures and Financing Uses

This category includes current debt service expenditures and other expenses (expenditures and other financing uses). Other financing uses represent the disbursement of governmental funds not classified in other functional areas that require budgetary and accounting control. These include the refunding of debt and transfers of monies from one fund to another and to component units. Other expenditures recorded to this account series include refunds of prior period receipts and revenues, and current debt service expenditures.

5100 – Debt Service

- Servicing of the debt of the LEA including payments on general long-term debt, authority obligations and interest.
- 5110 - This account is used to record and accumulate expenditures incurred to retire current year principal and interest payments on long-term debt other than refunded bond issues.
- 5120 – Debt Service – Refunded bonds/Notes - This account is used only in the year of the issuance to record and accumulate costs representing payments to the escrow agent for refunded bond/note issues from resources provided by the new bond/note issue.
- 5130 – Refund of Prior Year Revenues/Receipts - Record to this account the recognition of all refunds of prior year revenues and receipts. This account is also used to record refunds and deductions taken from your State subsidies to adjust for prior year audits and subsidy calculation changes. This account should be reported as an expenditure on your financial statements consistent with GASB #33

5200 – Interfund Transfer – Out

Included are transactions that withdraw money from one fund and place it in another without recourse.

5300 – Transfers out to Component Units

Record to these accounts transactions that transfer money between component units and primary governments.

5400 – IntraFund Transfers Out

Transfers made from one program or activity to another within the same fund.

5900 – Budgetary Reserve

Budgetary Reserve is not an expenditure function or account. It is strictly a budgetary account. This account will not display on the Annual Financial Report.

V. ITEMS FOR DISCUSSION:

d. PA Alliance For Clean Transportation Contract

Contract

Eastern Pennsylvania Alliance for Clean Transportation
1818 Market Street
13th Floor, Philadelphia, PA 19103

CONTRACT BETWEEN
EASTERN PENNSYLVANIA ALLIANCE FOR CLEAN TRANSPORTATION AND
EAST STROUDSBURG AREA SCHOOL DISTRICT

SUBJECT: PA DEP Alternative Fuels Incentive Grant

1. **Purpose.** Eastern Pennsylvania Alliance for Clean Transportation (EP-ACT) will help East Stroudsburg Area School District (ESASD) by developing an application for a project to be submitted to The Commonwealth of Pennsylvania’s Alternative Fuels Incentive Grant (AFIG)

2. **Reference.** The Commonwealth of Pennsylvania issues a competitive solicitation for alternative fuel projects. This project is managed through the state’s Department of Environmental Protection offices. In 2018 there is \$6 million available on a competitive basis, projects submissions are due December 14, 2018 by 4:00pm.

3. **Scope.** For the purpose of this agreement, EP-ACT will develop, write and submit an application to PA DEP on the behalf ESASD. This application will list the project, its deliverables and any and all funding requested for the agreed upon project.

4. **Understandings.** EP-ACT will develop an application with the intent to help ESASD fleet convert from diesel/gasoline to LPG to run their vehicles.

- ESASD will supply any information necessary to help complete the application
- ESASD agrees to comply with the terms of the application
- ESASD will apply for the maximum allowed per application which is \$300,000.

EP-ACT will submit the project on behalf of all the partners in the application. Alternative Fuel Incentive Grant (AFIG) is a competitive application and EP-ACT makes no guarantees to the acceptance and award of the project to EP-ACT or its partners by the Department of Environmental Protection from the Commonwealth of Pennsylvania.

5. **Support.** EP-ACT will be responsible for all submissions to the DEP. If the project is accepted; and funded; by the DEP, HH will become a stakeholder in EP-ACT at a minimum of: Sustaining membership level or for \$5,000.00 per year for a minimum of 3 years. This fee will cover grant writing; administration; reporting; data collection; reimbursements and other business activities as required by the implementation of the grant.

- *No fee’s (stakeholder dues) will be required unless a successful application is awarded to EP-ACT and its application partners.*

9. **Effective date. November 20, 2018**



SIGNATURE
Tony Bandiero EP-ACT
Name/Company
10/26/2018
(Date)

SIGNATURE
Name/Company
(Date)

V. ITEMS FOR DISCUSSION:

- e. D'Huy Proposal for Oversight of the ATC Replacement Project at
H.S. North/Lehman



November 9, 2018

Mr. Thomas McIntyre
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

RE: Proposal for Project Oversight Services
Trane HVAC Controls Replacement
High School North and Lehman Intermediate School

Dear Mr. McIntyre,

We are pleased to provide you with this proposal for professional services related to the oversight of the HVAC controls replacement project to be performed by Trane at the High School North and Lehman Intermediate School facility. The project will be performed under the U.S. Communities program; therefore, D'Huy Engineering, Inc. (DEI) is not considered the design professional for this project and is not responsible for the engineering or implementation of the proposed scope which has been developed by Trane. However, DEI's involvement will be to oversee the work on behalf of East Stroudsburg Area School District in order to ensure the project scope is clearly defined and the work is completed in accordance with the Trane proposal.

DEI will include the following tasks:

1. Trane Process Phase 4: Project Kick-Off Meeting (November 2018)
 - a. Meet with project stakeholders to verify that project scope and parameters have been clearly communicated and agreed upon (Meeting of November 5, 2018).

2. Trane Process Phase 5 & 6: Engineering & Equipment Procurement (Nov. 2018 – Jan. 2019)
 - a. Review product data and equipment cut sheets for proposed equipment that is to be incorporated into the project ("submittal phase").
 - b. Review planned sequence of operation for system components.
 - c. Attend six (6) project update meetings with Trane and ESASD to review project status, planning, logistics, and proposed systems/equipment.
 - d. Review monthly progress invoices from Trane and prepare recommendation for payment to ESASD.

3. Trane Process Phase 8: Project Implementation (February - April 2019)
 - a. Provide one (1) weekly site visit to review status of equipment installation; confirm work is being completed in a neat and organized manner and allowing for future service of components.
 - b. Attend six (6) project update meetings (scheduled bi-weekly) with Trane and ESASD to review project status, planning, logistics, and proposed systems/equipment.

- c. Review monthly progress invoices from Trane and prepare recommendation for payment to ESASD.
4. Trane Process Phase 9: Project Implementation (June – August 2019)
- a. Provide one (1) weekly site visit to review status of equipment installation; confirm work is being completed in a neat and organized manner and allowing for future service of components.
 - b. Attend six (6) project update meetings (scheduled bi-weekly) with Trane and ESASD to review project status, planning, logistics, and proposed systems/equipment.
 - c. Review monthly progress invoices from Trane and prepare recommendation for payment to ESASD.
5. Trane Process Phase 10: Project Completion, Closeout, and Training (August – September 2019)
- a. Perform final walk-through of facility and prepare punch list.
 - b. Observe sampled commissioning of units (commissioning to be performed by Trane) to verify proper implementation of control sequence.
 - c. Review final invoice from Trane and prepare recommendation for payment to ESASD.

Fee Proposal Including Reimbursable Expenses: \$26,255

Services not included above shall be performed with a supplementary fee proposal or hourly in accordance with the attached rate schedule, upon request by the East Stroudsburg Area School District.

Thank you for the opportunity and we look forward to working with you on this project.

If you are in agreement with this proposal and the attached Terms and Conditions, kindly countersign this letter as your approval and return a copy to DEI for our records.

Sincerely,



Josh Grice, PE
Principal

Attachments: Trane Proposal
DEI Terms & Conditions
DEI Fee Schedule

Acceptance: East Stroudsburg Area School District

Signed: _____

Printed Name: _____

Title: _____

Date: _____





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



Preliminary Progress Payment Schedule
NorthSite HS & Lehman Intermediate
October 15, 2018

<u>Projected Billing</u>	<u>Amount</u>
November 15, 2018	\$198,710
December 15, 2018	\$141,931
January 15, 2019	\$312,250
February 15, 2019	\$283,863
March 15, 2019	\$369,023
April 15, 2019	\$283,863
May 15, 2019	\$283,863
June 15, 2019	\$283,863
July 15, 2019	\$340,636
August 15, 2019	\$198,705
September 15, 2019	\$141,931
Total	\$2,838,638

Terms and Conditions

D'Huy Engineering, Inc. (DEI) shall perform the services outlined in this Agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, DEI will have access to the site for activities necessary for the performance of the services. DEI will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except stated not to exceed or lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those listed in the attached Fee Schedule.

Billings/Payments

Invoices shall be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and DEI may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications

The client shall indemnify and hold harmless DEI and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except DEI), or anyone for whose acts any of them may be liable.

Contractor Responsibility

ENGINEER shall not, as a result of performance of services, or site visits, or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incidental to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. 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.

Hidden Conditions

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If DEI has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) DEI has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and DEI shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and DEI, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, DEI's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$100,000, the amount of DEI's fee (whichever is greater) or other amount agreed upon when added under special conditions. Such causes include, but are not limited to DEI's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of a termination, the Client shall pay DEI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents

All documents produced by DEI under this Agreement shall remain the property of DEI and may not be used by this Client for any other endeavor without the written consent of DEI.

Applicable Law

Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of DEI.

**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

V. ITEMS FOR DISCUSSION:

g. Property & Facilities Items:

i. D'Huy Engineering – Retainer Services

**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 6.4.1 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.

**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

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

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

V. ITEMS FOR DISCUSSION:

g. Property & Facilities Items:

ii. D'Huy Engineering – Invoices

1.#48351 – JM Hill Concrete Replacement - \$1,726.10

2.#48017 – HS North/Lehman Roof Replacement
Investigation - \$8,179.67

3.#48391 – HS North/Lehman Roof Replacement - \$1,295.33



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
Total Reimbursables for Reimb				\$1,293.60
Total Charges for Reimb				\$1,293.60

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
Total Prior Billing		\$865.00	\$0.00	\$0.00	\$0.00	\$865.00



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

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

INVOICE TOTAL \$1,295.33

Prior Billing Information

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

V. ITEMS FOR DISCUSSION:

g. Property & Facilities Items:

- iii. Facilities Department Request for Purchase
of One John Deere Signature Series X738
Tractor Plus Attachments - \$17,708.42



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 Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22) Price Effective Date: October 2, 2018	\$ 11,694.52	\$ 9,472.56 X	1 =	\$ 9,472.56
JOHN DEERE ROPS Hard Cab Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22) Price Effective Date: October 2, 2018	\$ 5,696.73	\$ 4,614.35 X	1 =	\$ 4,614.35
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	\$ 3,767.00	\$ 3,051.27 X	1 =	\$ 3,051.27
JOHN DEERE 54 in. Quick-Hitch Front Blade Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22) Price Effective Date: October 2, 2018	\$ 704.00	\$ 570.24 X	1 =	\$ 570.24
Equipment Total				\$ 17,708.42

* 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

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

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
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
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
Dealer Attachments Total			\$ 335.97		\$ 63.83	\$ 272.14	\$ 514.77
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 9,472.56	
Total Selling Price			\$ 11,394.97		\$ 2,165.04	\$ 9,229.93	\$ 9,472.56

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
Standard Options - Per Unit							
001A	US and Canada	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
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
Dealer Attachments Total			\$ 897.73		\$ 170.57	\$ 727.16	\$ 727.16
Suggested Price							\$ 4,614.35
Total Selling Price			\$ 5,696.73		\$ 1,082.38	\$ 4,614.35	\$ 4,614.35

JOHN DEERE 54 In. Quick-Hitch Two-Stage Snow Blower							
Contract: PA State Pwr Equip 4400011369 (PG 61 CG 22)						Suggested List *	
Price Effective Date: October 2, 2018						\$ 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
Standard Options - Per Unit							
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
Standard Options Total			\$ 1,217.00		\$ 231.23	\$ 985.77	\$ 985.77
Suggested Price							\$ 3,051.27
Total Selling Price			\$ 3,767.00		\$ 715.73	\$ 3,051.27	\$ 3,051.27



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
Standard Options - Per Unit							
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
Standard Options Total			\$ 189.00		\$ 35.91	\$ 153.09	\$ 153.09
Suggested Price							\$ 570.24
Total Selling Price			\$ 704.00		\$ 133.76	\$ 570.24	\$ 570.24

V. ITEMS FOR DISCUSSION:

g. Property & Facilities Items:

- iv. Facilities Department Request to Purchase A
2018 Ford Transit 250 Van - \$28,534.00



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

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
570-236-4490 cell

V. ITEMS FOR DISCUSSION:

g. Property & Facilities Items:

- v. Smithfield Playground – Approved for \$30,000.

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.

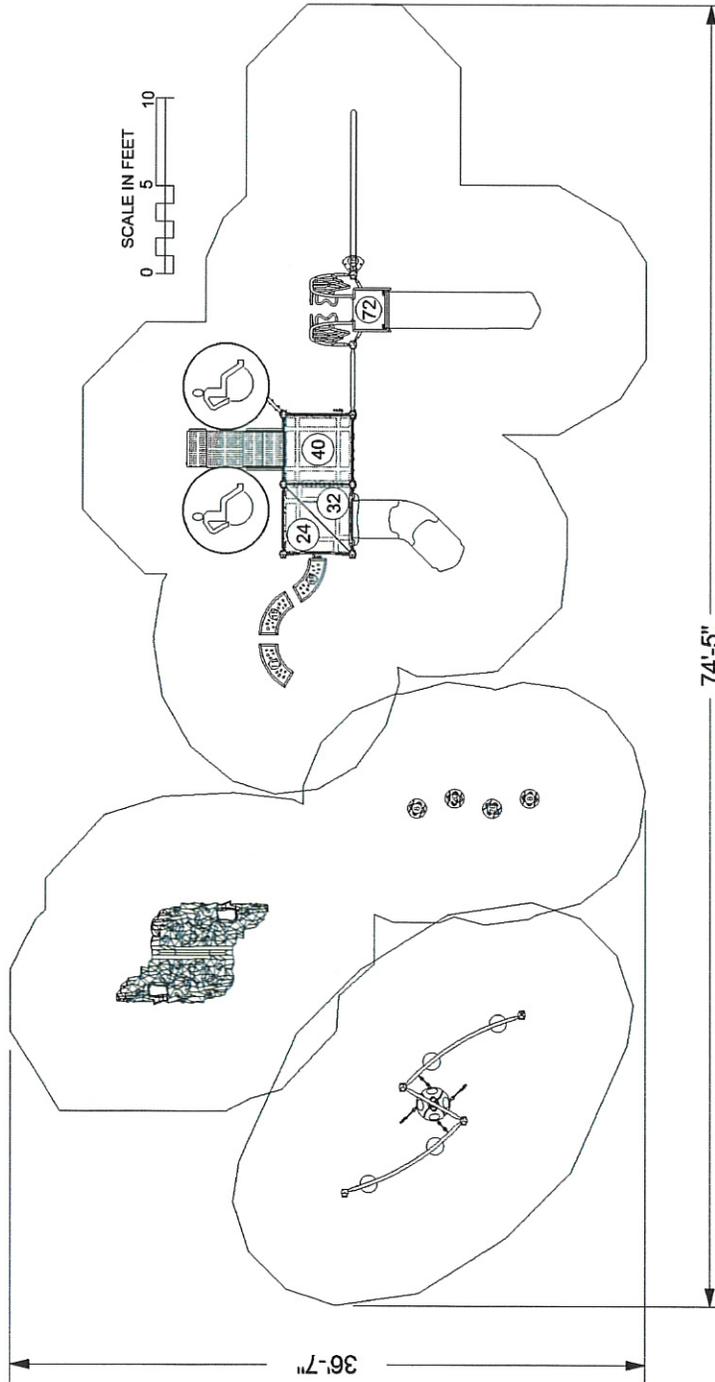
Thank you in advance for giving us the opportunity to make this project a success.

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



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

NSF Registered to ISO 9001
NSF Registered to ISO 14001

IPEMA INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION
CERTIFIED TO ASTM F1487
 To verify product certification, visit 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

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

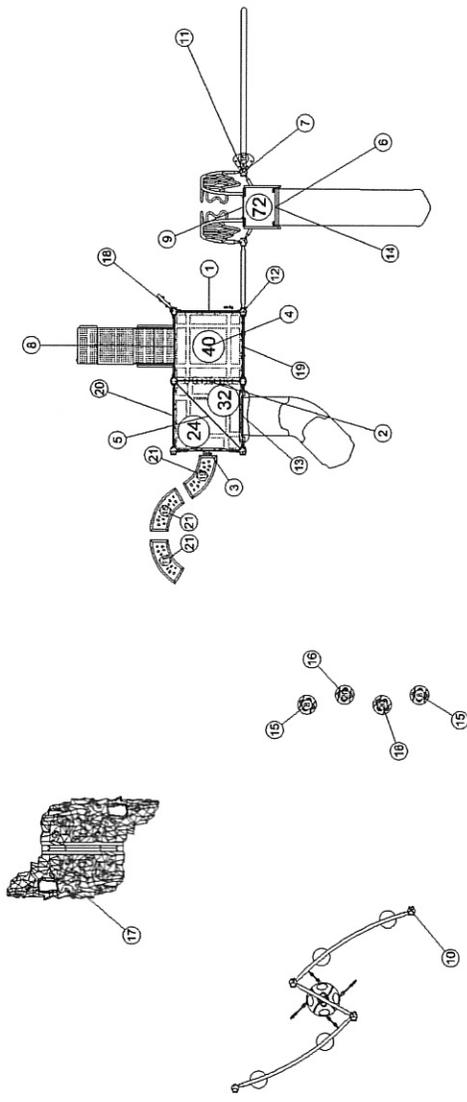
The use and layout of play components identified in this plan conform to the CPSC guidelines. U.S. CPSC recommends the separation of age groups in playground layouts.

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

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.

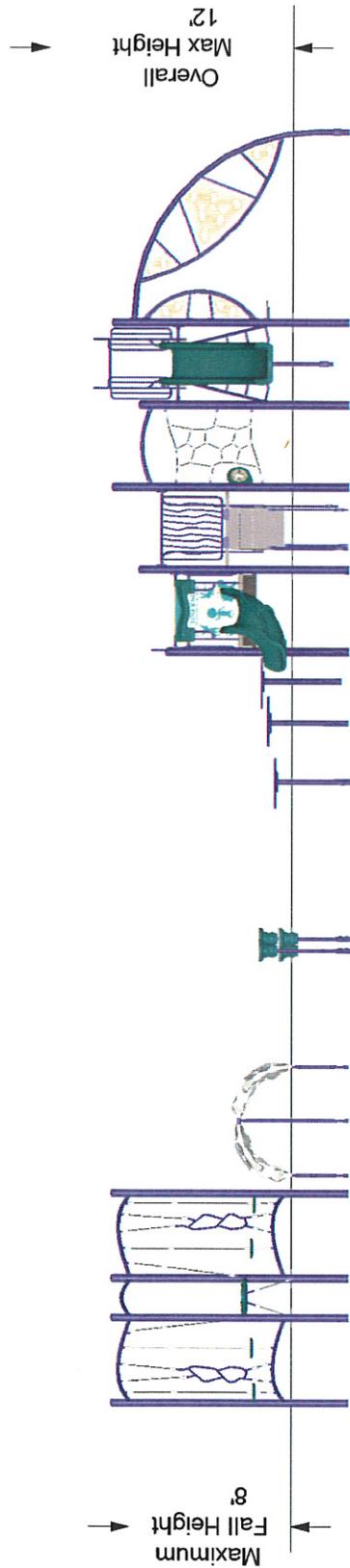
ITEM	COMP	DESCRIPTION
1	270-0001	OFFSET ENCLOSURE
2	270-0050	8" CLOSURE PLATE
3	270-0112	UNITARY ENCLOSURE
4	270-0130	SQUARE PLATFORM
5	270-0136	SPLIT SQUARE PLATFORM
6	270-0287	SLIDE PLATFORM
7	370-0027	LAUNCH PAD
8	370-0719	TRANSFER STATION HANDRAIL
9	370-0855	MERGE CLIMBER
10	370-1589	TAKTIKS BOLT 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	560-0453	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	580-1312	NOVO ARC BENCH



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

Smithfield Elementary School
 245 River Road
 East Stroudsburg, PA 18301

October 23, 2018
 Recreation Resource USA
 56-113159-1



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

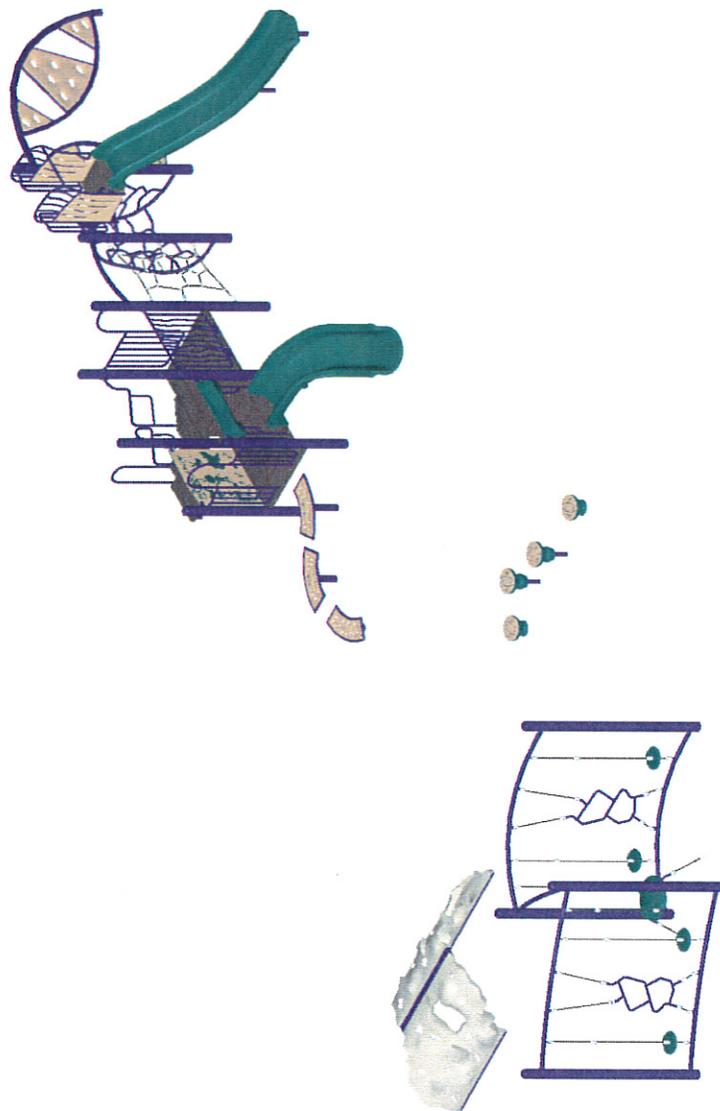


October 23, 2018

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

Smithfield Elementary School
 245 River Road
 East Stroudsburg, PA 18301

Recreation Resource USA
 56-113159-1



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
Burke Basics						
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
Intensity						
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
Nucleus						
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
RockIt						
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

<u>Color Group</u>	<u>Color</u>
<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 KoreConnect® 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

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

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.

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	1	unit	1,214.00	1,214.00
- Delivered price if ordered with above equipment					
Install	Installation of swing only			600.00	600.00

TOTAL

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
 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

TO:

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

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.

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
------	-------------	-----	-----	------	-------

- 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: _____

TOTAL	\$38,036.75
--------------	--------------------

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