



150 Wood Rd, Suite 200
 Braintree, MA 02184
 Phn: 800.365.6171
 Fax: 508.580.0211
 www.OnDeckSports.com
 800.365.6171

| Date | Quote # |
|------------|-----------|
| 11/16/2018 | QT5308927 |

Bill To
 Kane Furst
 East Stroudsburg High School South Baseba
 42 Borough Street
 Apt. A
 East Stroudsburg PA 18301

Ship To
 Kane Furst
 East Stroudsburg High School South Baseba
 42 Borough Street
 Apt. A
 East Stroudsburg PA 18301

| Expires | Sales Rep | Memo | Shipping Met... | phone numb... |
|------------|-----------|------|-----------------|---------------|
| 12/16/2018 | Ryan Kane | | Freight Other | |

| Item | Quantity | Units | Description | Options | Rate | Amount |
|-----------------|----------|-------|--|---------|----------|----------|
| SN9200-12x15x72 | 1 | EA | Model M Vertical Retractable Batting Cage Manual Assist with Side Wall Netting, Includes: Cage Net, Hardware, and Electrical Brake and Motor; 2 HP Motor, 208 V 3-PH Size: 12'H x 15'W x 72'L | | 8,525.00 | 8,525.00 |
| INSTALL | 1 | EA | Installation of Electric Motorized Retractable Batting Cage System Listed Above: - Includes all labor, travel, lodging and per diem - Lifts for installation to be provided by client (additional charge if ODS to provide lift(s) for installation) - Any changes, additions, or delays to installation may result in added fees ***Note: The client is responsible for providing electrical work/supply as per system requirements. Client is also responsible for confirming system meets all building code and fire regulations as per state/town codes. ***Shipping: Materials for cage to be shipped on one dedicated truck to arrive at the facility in one shipment*** Customer is responsible for unloading the products off the freight truck at the time of delivery. This is shipping to a Non-Commercial address like a school, residence, field, etc. If initial delivery attempt is missed, a redelivery fee may apply. Any added services like lift gate, change of address, inside delivery, etc. must be agreed to in writing and paid for before they will be authorized. | | 6,000.00 | 6,000.00 |

| | |
|-------------------------------|--------------------|
| Subtotal | 14,525.00 |
| Shipping Cost (Freight Other) | 2,000.00 |
| Total Tax | 991.50 |
| Total | \$17,516.50 |

We look forward to doing business with you.

Customer returns will require an On Deck Sports return authorization number. In addition, such returns will be subject to a freight charge to return the product to On Deck Sports and a restocking fee.

On Deck Sports does not accept returns on used turf and certain custom products. For further details related to On Deck Sports return policies refer to our website at www.ondecksports.com/returns.

QUED



SEAWAY PLASTICS LTEE.

252 Park Street, Malton, NY, 12953
TEL: (800) 361-0464 FAX: (518) 637-5371

PROJECT

MLB PARIS

TITLE
MOTOR & YO-YO PULLEY
HANGING DETAILS

ARCHITECT

CONTRACTOR

DISTRIBUTOR

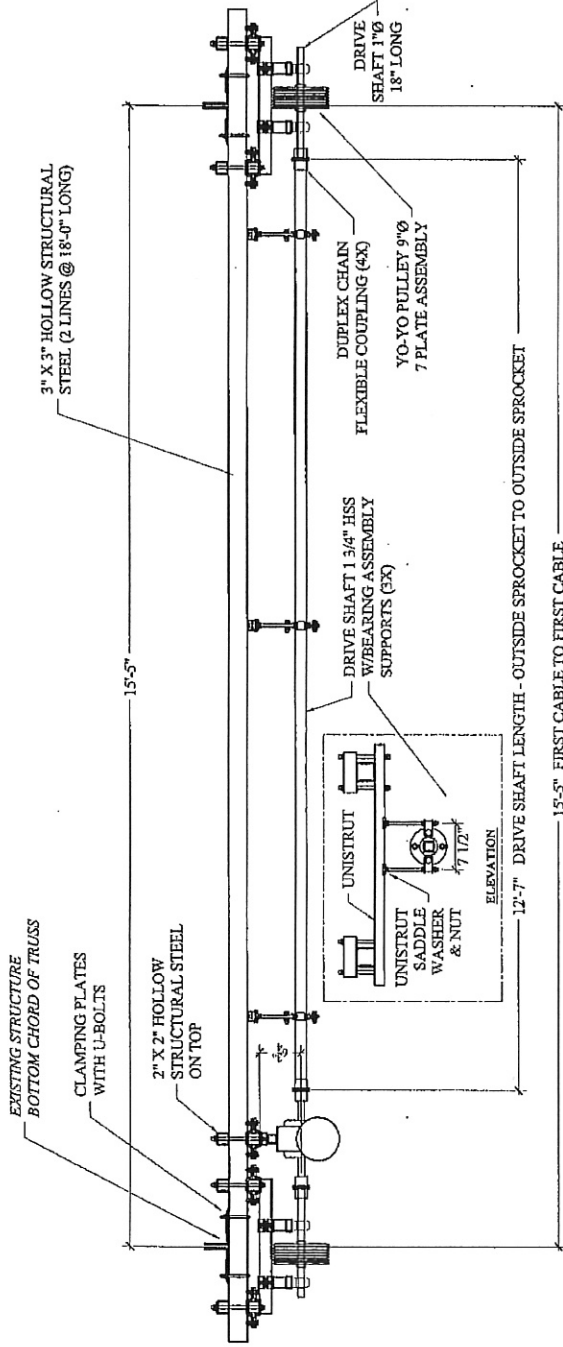
ON DECK SPORTS

DRAWN BY: K. CHAHAL DATE: JUNE 21, '17

CHECKED BY: J. MADDEN SCALE: 3/4" = 1'-0"

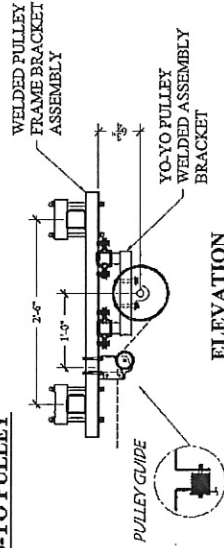
APPROVED BY: REV. NO. 2

DRAWING NO.: 02

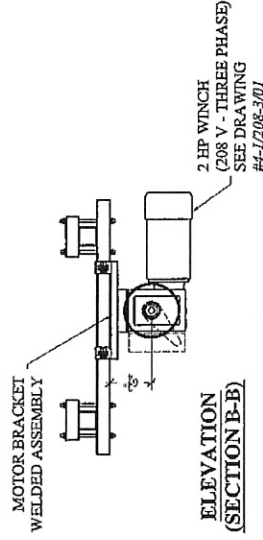


SECTION

YO-YO PULLEY



ELEVATION A-A
(SECTION A-A)



ELEVATION B-B
(SECTION B-B)

QUED



SEAWAY PLASTICS LTD.

257 Park Street, Malabar, NY 12953
TEL: (800) 361-0464 FAX: (514) 637-5371

PROJECT

MLB PARIS

TITLE
PULLEY BRACKET
HANGING DETAILS

ARCHITECT

CONTRACTOR

DISTRIBUTOR

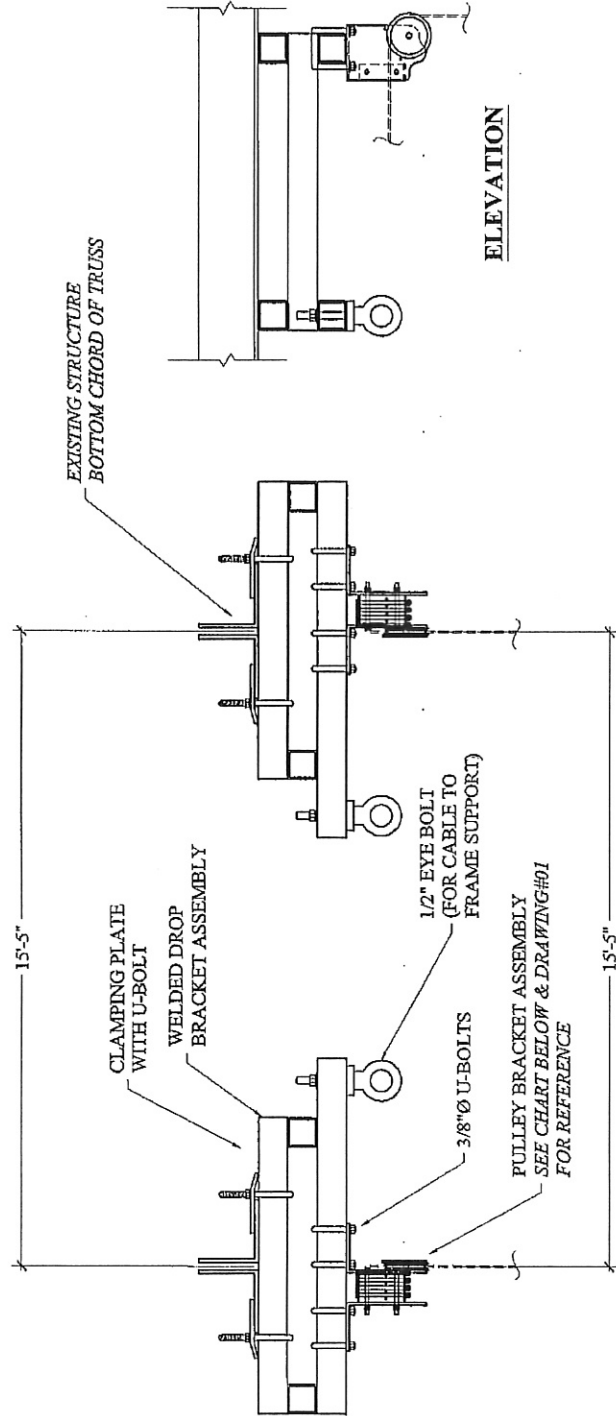
ON DECK SPORTS

DRAWN BY: K. CEHAL DATE: JUNE 21, '17

CHECKED BY: J. MADDEN SCALE: 1/2"=1'-0"

APPROVED BY: REV. NO. 1

DRAWING NO.: 03



ELEVATION

| | | | | | |
|-----------------------------------|-------------------------------------|-----------|-----------|-----------|-----------|
| QUANTITY: 4 (2 LEFT & 2 RIGHT) | 2 OF EACH BRACKET (LEFT & RIGHT) | | | | |
| FB-PTB-01 | FB-PTB-02 | FB-PTB-03 | FB-PTB-04 | FB-PTB-05 | FB-PTB-06 |
| | | | | | |

QUED



SEAWAY PLASTICS LTEE.

232 Park Street, Malabar, NY 12953
TEL: (800) 361-4464 FAX: (514) 657-5371

PROJECT

MLB PARIS

TITLE
FRAME HANGING
DETAILS

ARCHITECT

CONTRACTOR

DISTRIBUTOR

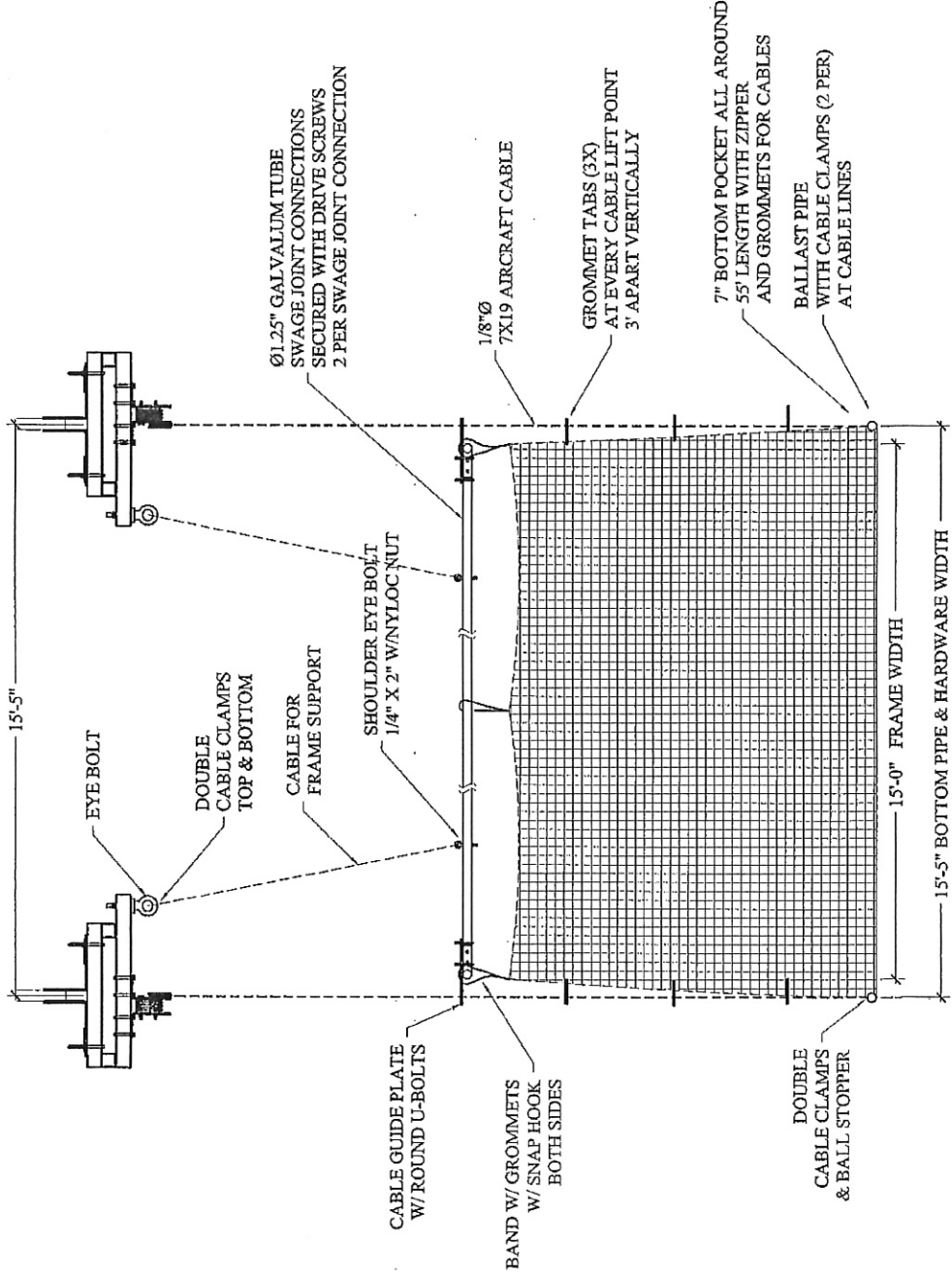
ON DECK SPORTS

DRAWN BY: K. CHAHAL DATE: JUNE 21, 17

CHECKED BY: J. MADDEY SCALE: 3/4" = 1'-0"

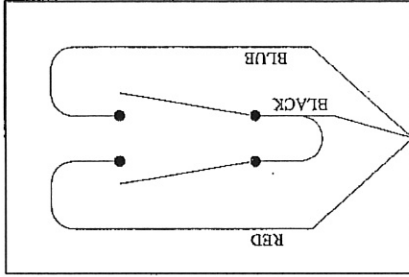
APPROVED BY: REV. NO. 2

DRAWING NO.: 04

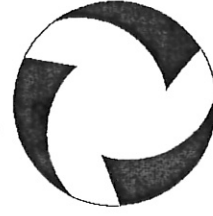


208V, 3-PHASE
20 AMP CIRCUIT
W/ DISCONNECT

SELECTOR SWITCH
SPRING LOADED
WITH 2 CONTACTORS



QUED

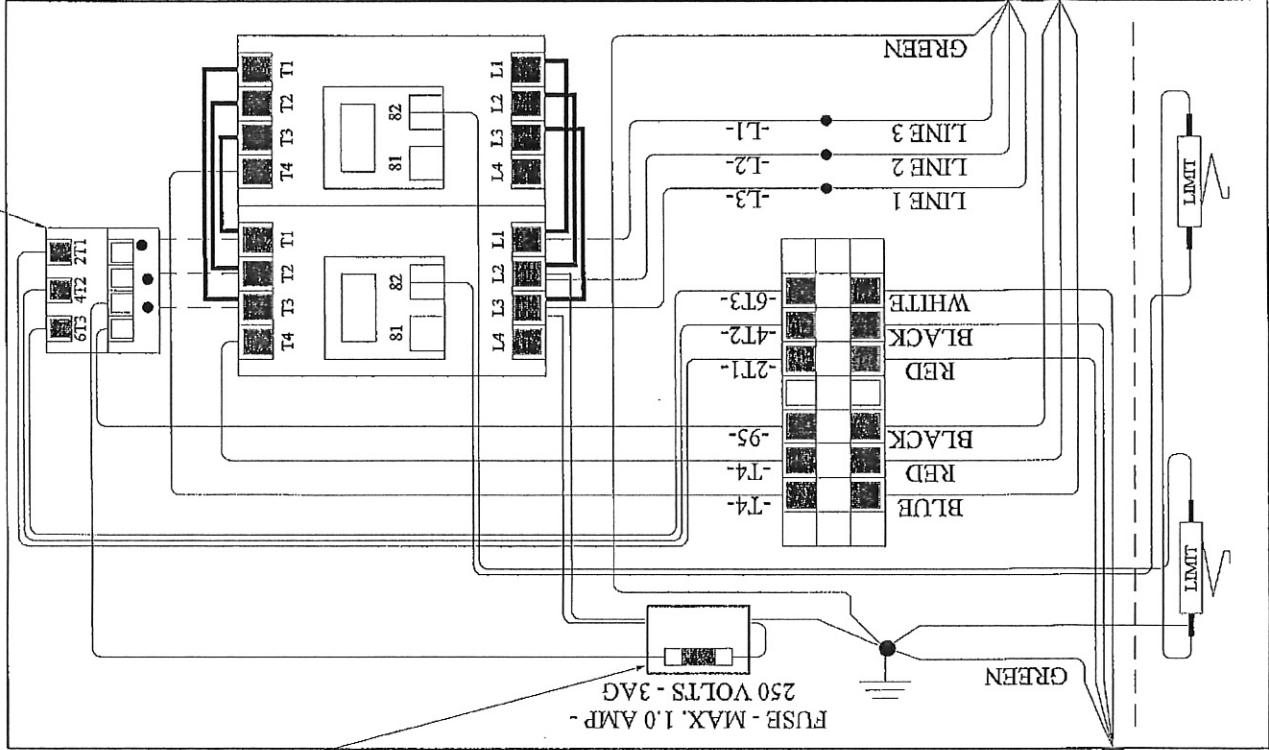


SEAWAY PLASTICS LTEE.

270 St. Joseph Blvd., Lachine, Quebec, H8S 2L7
TEL: (514) 637-2323 FAX: (514) 637-5371

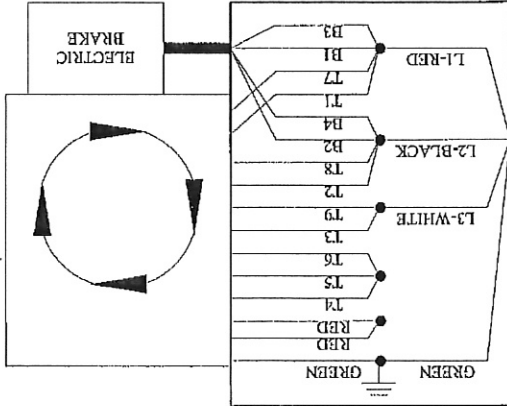
TITRE **WIRING DIAGRAM**
TITLE #4-1/208-3/01

THERMAL OVERLOAD RELAY
6.3...10A

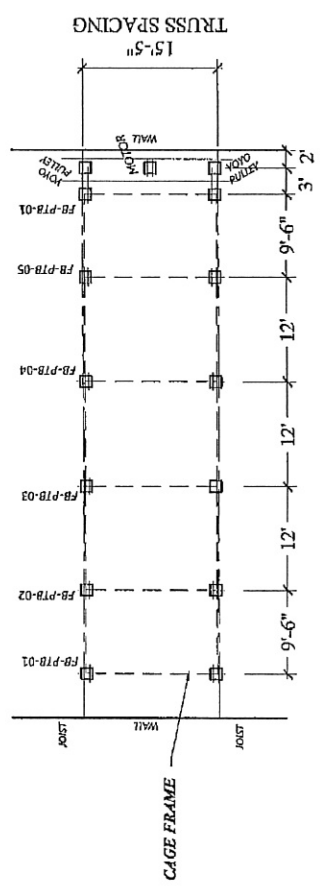


TRANSFORMER
PRI 208 - 240 V, 50/60 Hz
INPUT BROWN - BROWN
SEC 120 V, 50/60 Hz
OUTPUT BLACK - BLACK

2 HP, 1740 RPM
208 V - 230/190/460/380
TEFC, 145C FRAME
3 PHASE, 60/50HZ

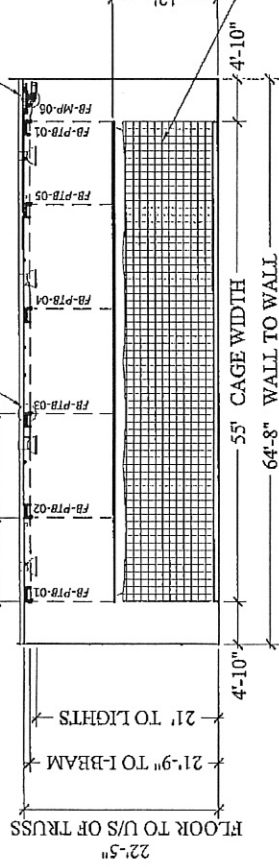


ELECTRIC
BRAKE

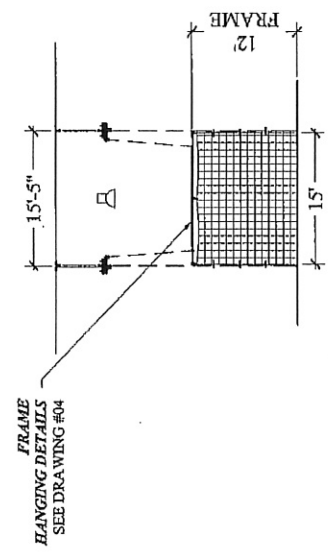


SUPPORT FRAME LAYOUT - PLAN VIEW


MOTOR YOYO PULLEY
& PULLEY GUIDE
HANGING DETAILS
SEE DRAWING #02



ELEVATION

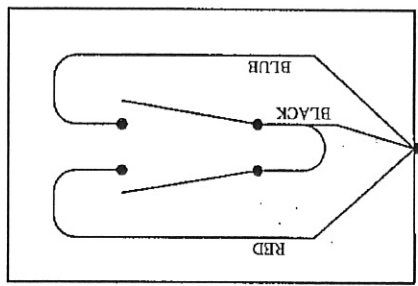


SECTION

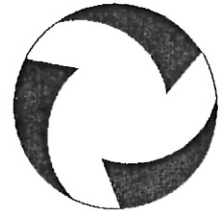
| | | | | |
|--|--------------------|------------------------------|-------------------------|--|
|  <p>SEA WAY PLASTICS LTD. 252 Park Street, Marlton, NJ 12953 TEL: (800) 361-4064 FAX: (610) 637-5371</p> | <p>QUED</p> | DISTRIBUTOR | PROJECT | DATE: JUNE 21, '77 |
| | | <p>ON DECK SPORTS</p> | <p>MLB PARIS</p> | <p>CHEKED BY: J. MADDEN SCALE: 1/16" = 1'-0"</p> |
| <p>TITLE 2-199 FORMFOLD RETRACTABLE BATTING CAGE</p> | | APPROVED BY | REV. NO. | 2 |
| | | DRAWING NO: | 01 | |

208V, 3-PHASE
20 AMP CIRCUIT
W/ DISCONNECT

SELECTOR SWITCH
SPRING LOADED
WITH 2 CONTACTORS



QUED

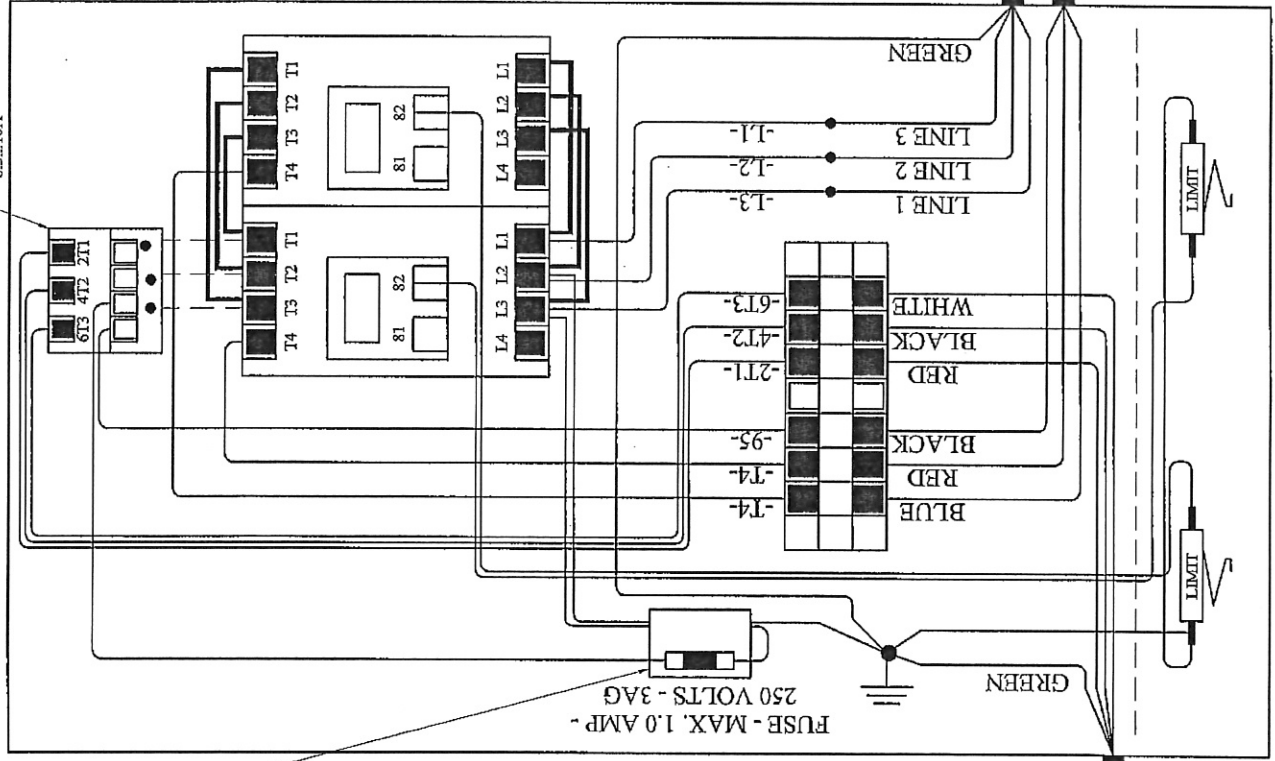


SEAWAY PLASTICS LTEE.

252 Park Street, Malone, NY 12953
TEL: (800) 361-0464 FAX: (514) 657-5371

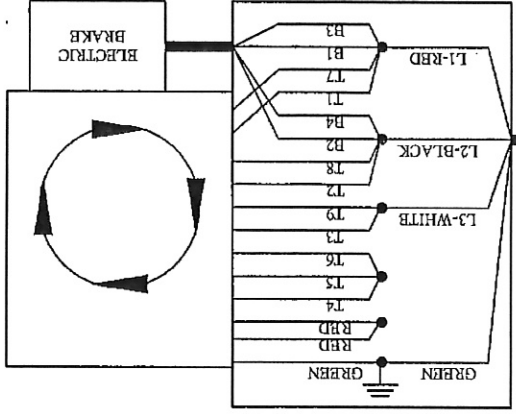
TITLE WIRING DIAGRAM
TITLE #4-1/208-3/01

THERMAL OVERLOAD RELAY
6.3...10A



| TRANSFORMER | |
|-------------|-----------------------|
| PRI | 208 - 240 V, 50/60 Hz |
| INPUT | BROWN - BROWN |
| SEC | 120 V, 50/60 Hz |
| OUTPUT | BLACK - BLACK |

2 HP, 1740 RPM
208 V - 230/190/460/380
TEFC, 145C FRAME
3 PHASE, 60/50HZ



PAYMENT APPLICATION

TO: East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301

FROM: Northeast Masonry Brick & Block
 316 Warner Road
 Tannersville, PA 18372

FOR: J M Hill Elementary School

PROJECT NAME AND LOCATION: J M Hill Elementary
 Replace sidewalks, curbing and steps
 50 Vine Street
 East Stroudsburg, PA 18301

ARCHITECT: D'Huy Engineering, Inc.
 1 East Broad Street - Suite 310
 Bethlehem, PA 18018

APPLICATION # 1
 PERIOD THRU: 08/30/2018
 PROJECT #s: 287009
 DATE OF CONTRACT: 07/17/2018

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

| | |
|--|-------------|
| 1. CONTRACT AMOUNT | \$54,173.00 |
| 2. SUM OF ALL CHANGE ORDERS | \$0.00 |
| 3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2) | \$54,173.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | \$46,830.50 |
| 5. RETAINAGE: | |
| a. 10.00% of Completed Work (Columns D + E on Continuation Page) | \$4,683.05 |
| b. 0.00% of Material Stored (Column F on Continuation Page) | \$0.00 |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | \$4,683.05 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | \$41,489.95 |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS | \$0.00 |
| 8. PAYMENT DUE | \$42,147.45 |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6) | \$12,692.55 |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|-----------|------------|
| Total changes approved in previous months | \$0.00 | \$0.00 |
| Total approved this month | \$0.00 | \$0.00 |
| TOTALS | \$0.00 | \$0.00 |
| NET CHANGES | \$0.00 | \$0.00 |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Northeast Masonry Brick & Block

By: *[Signature]* Gene Belanger - Project Manager Date: 11/12/2018

State of: *Pennsylvania*

County of: *Monroe*

Subscribed and sworn to before me this *12th* day of *November* *2018*

Notary Public: *[Signature]* Collette M. Belanger, Notary Public
 My Commission Expires: *June 16, 2022*
 My Commission Number: *1009475*

Member, Pennsylvania Association of Notaries

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT: **\$42,147.45**

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: *[Signature]* Josh Gince Date: *11/26/18*

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: J M Hill Elementary
 Replace sidewalks, curbing and steps
 APPLICATION #: 1
 DATE OF APPLICATION: 08/30/2018
 PERIOD THRU: 08/30/2018
 PROJECT #s: 287009

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | H | I | |
|--------|--|------------------|-----------------------------------|---------------------------------------|----------------------------------|--|-----------------|-------------------------------------|-------------------------|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED AMOUNT PREVIOUS PERIODS | COMPLETED WORK AMOUNT THIS PERIOD | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (if Variable) |
| 1 | Sidewalks, curbing, stair set, and railing | \$45,923.00 | \$0.00 | \$45,923.00 | \$0.00 | \$45,923.00 | 100% | \$0.00 | |
| 2 | Quality Allowance | \$8,250.00 | \$0.00 | \$0.00 \$907.50 | \$0.00 | \$0.00 \$907.50 | 0% | \$8,250.00 \$7,342.50 | |
| | TOTALS | \$54,173.00 | \$0.00 | \$45,923.00 \$46,830.50 | \$0.00 | \$45,923.00 \$46,830.50 | 85% | \$8,250.00 \$7,342.50 | |

ATTACHMENT VI. C. 1



A.G. Mauro Company
310 Alpha Drive
Pittsburgh, PA 15238

Invoice Number: PSI150022

Invoice Date: 08/30/18

Phone: 412-782-6600
Fax: 412-963-6913

Page: 1

Invoice

Bill

To: EAST STROUDSBURG AREA S.D.
50 VINE STREET
East Stroudsburg, PA 18301

Job Name: HARDWARE, ALUM DOOR AND ALUM F
Ship

To: EAST STROUDSBURG AREA S.D.
Lehman Intermediate
257 Timberwolf Drive
Dingmans Ferry, PA 18328
CURTIS BEAM

Ship Via SUB PU
Ship Date 08/17/18
Due Date 09/29/18
Terms Net 30 Days
Contract No: -

Customer ID C02577
P.O. Number PER CUTIS BEAM
P.O. Date 03/19/18
Our Order No. SO134033
SalesPerson Larry Anderson for Greg Eckard

| Item/Description | Unit | Short Code | Order Qty | Quantity | Unit Price | Total Price |
|--|------|------------|-----------|----------|------------|-------------|
| JOB NAME: LEHMAN INTERMEDIATE DOOR 9 | | | | | | |
| HARDWARE CONT HINGE 780-224 83" SDTF DB | EAC | | | 4 | | |
| HARDWARE EXIT DEVICE LC 8613 ETL US32D RHR SIZE 3070 | EAC | | | 1 | | |
| HARDWARE EXIT DEVICE 8610 ETL US32D 1-RHR/ 2-LHR SIZE 3070 | EAC | | | 3 | | |
| HARDWARE THRESHOLD 2005AT ES 72" | EAC | | | 2 | | |
| HARDWARE SWEEP 18062CNB 36" | EAC | | | 4 | | |
| HARDWARE ASTRAGAL 95C/95CP 84" | EAC | | | 2 | | |
| SPECIALTY ALUM FRAME | EAC | | | 1 | | |
| SPECIALTY ALUM DOORS | EAC | | | 2 | | |



A.G. Mauro Company
 310 Alpha Drive
 Pittsburgh, PA 15238

Invoice Number: PS1150022

Invoice Date: 08/30/18

Phone: 412-782-6600
 Fax: 412-963-6913

Page: 2

Invoice

Bill
 To: EAST STROUDSBURG AREA S.D.
 50 VINE STREET
 East Stroudsburg, PA 18301

Job Name: HARDWARE, ALUM DOOR AND ALUM F
 Ship
 To: EAST STROUDSBURG AREA S.D.
 Lehman Intermediate
 257 Timberwolf Drive
 Dingmans Ferry, PA 18328
 CURTIS BEAM

Ship Via SUB PU
 Ship Date 08/17/18
 Due Date 09/29/18
 Terms Net 30 Days
 Contract No: -

Customer ID C02577
 P.O. Number PER CUTIS BEAM
 P.O. Date 03/19/18
 Our Order No. SO134033
 SalesPerson Larry Anderson for Greg Eckard

| Item/Description | Unit | Short Code | Order Qty | Quantity | Unit Price | Total Price |
|---|------|------------|-----------|----------|------------|-------------|
| PARTS/ACC 1" INSULATED TEMPERED GLASS (71 1/8" x 30 1/2") | EAC | | | 2 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (32 7/8" x 30 1/2") | EAC | | | 2 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (32 7/8" x 36 7/8") | EAC | | | 2 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (32 7/8" x 41 1/8") | EAC | | | 2 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (33" x 30 1/2") | EAC | | | 1 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (33" x 36 7/8") | EAC | | | 1 | | |
| PARTS/ACC 1" INSULATED TEMPERED GLASS (33" x 41 1/8") | EAC | | | 1 | | |
| LABOR Subout Labor INSTALL | EAC | | | 1 | | |



A.G. Mauro Company
 310 Alpha Drive
 Pittsburgh, PA 15238

Invoice Number PSI150022

Phone: 412-782-6800
 Fax: 412-963-6913

Invoice Date: 08/30/18

Page: 3

Invoice

Bill
 To: EAST STROUDSBURG AREA S.D.
 50 VINE STREET
 East Stroudsburg, PA 18301

Job Name: HARDWARE, ALUM DOOR AND ALUM F
 Ship
 To: EAST STROUDSBURG AREA S.D.
 Lehman Intermediate
 257 Timberwolf Drive
 Dingmans Ferry, PA 18328
 CURTIS BEAM

Ship Via SUB PU
 Ship Date 06/15/18
 Due Date 07/23/18
 Terms Net 30 Days
 Contract No: -

Customer ID C02577
 P.O. Number PER CUTIS BEAM
 P.O. Date 03/19/18
 Our Order No. SO134033
 SalesPerson Larry Anderson for Greg Eckard

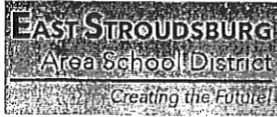
| Item/Description | Unit | Short | Order Qty | Quantity | Unit Price | Total Price |
|---|------|-------|-----------|----------|------------|-------------|
| HARDWARE REPLACEMENT PART DAMAGED IN SHIPPING | EAC | | 1 | 1 | | |

Amount Subject to
 Sales Tax
 0.00

Amount Exempt
 from Sales Tax
 21,350.00

Subtotal: 21,350.00
 Invoice Discount: 0.00
 Total Sales Tax: 0.00

Total: 21,350.00



Rebecca Lopez <rebecca-lopez@esasd.net>

ATTACHMENT VI.D.1

Pricing Proposal

1 message

Kristin Worrell <kworrell@hillmannconsulting.com>
To: "rebecca-lopez@esasd.net" <rebecca-lopez@esasd.net>

Wed, Nov 7, 2018 at 5:30 PM

Hello Rebecca

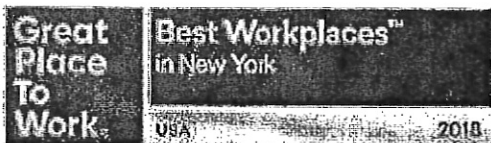
Attached is the pricing you requested for IAQ services at the East Stroudsburg Schools. Please call me if you have any questions or need anything else.

Regards,

Kristin Worrell
Regional Director
Hillmann Consulting, LLC
304 Harper Drive, Suite #207
Moorestown, NJ. 08057
908-378-0070 Cell

kworrell@hillmannconsulting.com
www.hillmannconsulting.com

Your Property. Our Priority.



IAQ Proposal - East Stroudsburg Schools.pdf
77K

**East Stroudsburg Area School District
Request for Proposals for Indoor Air Quality Monitoring**

The East Stroudsburg Area School District requests proposals for Bi-Annual Indoor Air Quality Monitoring (IAQ) within ten school buildings.

The Bi-annual Mold – Fungi (indoor air quality) testing will be performed at ten (10) buildings located throughout the East Stroudsburg Area School District campuses; two (2) times per year and based upon common ASTM Guidelines and Governmental practices and with the ability to submit a proposal outlining separate pricing per building as well as total pricing based on the district's criteria listed below.

- J.M. Hill Elementary School. 151 East Broad St. East Stroudsburg, Pa. 18301
Sample 6 Classrooms and 1 Common Area **Fee** \$704.00

- Smithfield Elementary School 245 River Road East Stroudsburg, PA 18301
Sample 6 Classrooms and 1 Common Area **Fee** \$704.00

- Middle Smithfield Elementary 5180 Milford Road East Stroudsburg, PA 18302
Sample 7 Classrooms and 1 Common Area **Fee** \$739.00

- Resica Falls Elementary School 1 Gravel Ridge Rd East Stroudsburg, PA 18302
Sample 6 Classrooms, 1 POD and 2 Common Areas **Fee** \$774.00

- J.T. Lambert Intermediate School 2000 Milford Rd East Stroudsburg PA 18301
Sample 11 Classrooms, 1 POD Sample and 2 Common Areas **Fee** \$949.00

- Bushkill Elementary School 131 North School Drive Dingmans Ferry, PA 18328
Sample 6 Classrooms and 1 Common Area **Fee** \$704.00

- Lehman Intermediate School 257 Timberwolf Drive Dingmans Ferry, PA 18328
Sample 10 Classrooms and 1 Common Area **Fee** \$844.00

- Senior High School North 279 Timberwolf Drive Dingmans Ferry, PA 18328
Sample 12 Classrooms and 2 Common Areas **Fee** \$949.00

- East Stroudsburg Elementary School 93 Independence Rd East Stroudsburg, PA 18302
Sample 8 Classrooms and 1 Common Area **Fee** \$774.00

- Senior High School South 279 North Courtland St. East Stroudsburg, PA 18301
Sample 13 Classrooms and 2 Common Areas **Fee** \$984.00

The district requires that initial testing be implemented in the months between November and January to ensure that the heating season and associated equipment is functioning to its proper potential.

The district also requires that the second sampling procedure takes place sometime mid-July to early August to ensure the HVAC systems are functioning and seasonal dehumidification is taking place. This program will initiate an O&M (Operations and Maintenance Program) for the East Stroudsburg Area School District.

The sampling protocol shall be in accordance with all applicable federal, state, and local regulations. Sample collections shall be analyzed as routine sampling to establish a baseline level for each site. Humidity and Moisture readings shall be taken in each of the rooms sampled and documented in a report issued upon completion of the site sampling.

Final hard copy reports shall be forwarded to the District at project completion.

Below, please provide pricing per sample for any additional samples requested by the district.

**Bi Annual IAQ Air Sampling
Additional Standard Air Sample** **Fee** \$35.00

**Bi Annual IAQ Air Sampling
Additional Standard Swab Sample** **Fee** \$35.00

**Bi Annual IAQ Air Sampling
Additional 1 Day Air Sample** **Fee** \$45.00

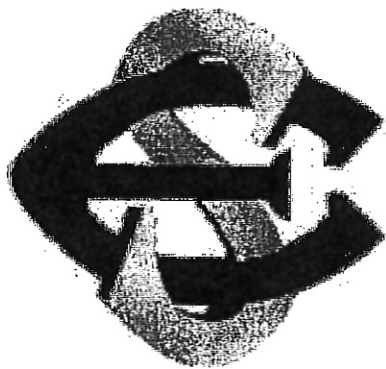
**Bi Annual IAQ Air Sampling
Additional 1 Day Air Swab Sample** **Fee** \$45.00

Indoor Air Quality Monitoring

Proposal Number:
185916

10/31/2018

PROPOSAL



East Stroudsburg Area
School District

Presented by:
Compliance Management
International
1350 Welsh Road, Suite 200
North Wales, PA 19454





1350 Welsh Road, Suite 200
North Wales, PA 19454
Phone: 215-699-4800
Fax: 215-699-8315
www.complianceplace.com

October 31, 2018

Ms. Rebecca Lopez
Facilities Secretary
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

Re: Indoor Air Quality Monitoring
CMI Proposal #185916

Dear Rebecca:

Compliance Management International (CMI) is pleased to present this proposal to provide Indoor Air Quality (IAQ) Monitoring. This proposal is being submitted with great anticipation of establishing a relationship with East Stroudsburg Area School District (ESASD). If selected, CMI will serve your interest with consistent and creative, personal attention.

CMI's greatest asset is our staff of certified industrial hygienists (CIH), certified safety professionals (CSP), environmental professional engineers (EPE), professional geologists (PG) and environmental scientists (ES). Our team approach provides for a cost-effective and efficient means for managing environmental, health and safety (EHS) issues on an ongoing basis. In fact, a majority of our clients use our services continually as an integral part of their business operations.

Thank you for the opportunity to provide this proposal. CMI has been offering EHS services for 25 years and has established a reputation for quality and responsiveness. We look forward to showing you that this reputation is well deserved.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Allshouse", written over a horizontal line.

Todd Allshouse CIH, CSP
Client Manager

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Project Understanding

East Stroudsburg Area School District (ESASD) is comprised of 10 physical school buildings and 1 cyber school. ESASD is seeking Indoor Air Quality (IAQ) Monitoring to be performed twice a year for all ten (10) school buildings. The district requires that initial testing be implemented between the months of November and January to ensure the heating season and associated equipment is functioning to its proper potential. The second sampling procedure is to be performed between mid-July and early August to ensure the HVAC systems are functioning and seasonal dehumidification is taking place.

CMI employs a technical team of Certified Industrial Hygienists (CIH) with over 20 years combined experience working with school districts in managing IAQ. We understand that good IAQ contributes to a favorable environment for students and staff which promotes the primary goal of educating children. Our unique approach of combining a soft education program in addition to performing IAQ monitoring will help save ESASD money and time.

Scope of Work

CMI's approach to conducting the IAQ assessment will include the following steps:

1. CMI personnel will perform a noninvasive visual inspection and collect air samples for mold and fungi in ten (10) school buildings in the specified indoor locations totaling 101 areas. Sample collections will be implemented between the months of November and January and again between mid-July and early August. Samples shall be analyzed as routine sampling to establish a baseline level for each site. Humidity and moisture readings shall be taken in each of the rooms sampled and documented in a report to be issued upon completion of the site sampling.
2. All project work will be performed under the direction and reviewed for quality control by CMI's Certified Industrial Hygienists (CIH). CMI will also provide a brief awareness training program regarding indoor air quality and fungal growth in buildings for custodial/maintenance/facilities staff. This training is approximately 1-2 hours in length and covers prevention, diagnosis, and resolution of most indoor air problems common in school buildings.
3. Upon receipt of laboratory data, reports will be issued for each location. Reports will include observations, interpretation of analytic data, and recommendations for any corrective actions as necessary. This will be sent to the appropriate parties as assigned by ESASD.

Project Team and Qualifications

CMI's proposed personnel for this project are presented below. Detailed resumes are included in Appendix A.

Todd Allshouse CIH, CSP – Client Manager

Mr. Allshouse will act as the Client Manager and will oversee the successful planning and delivery of all services. Todd will work closely with the proposed team to oversee and ensure quality on all deliverables and verify that CMI's work products and schedules are achieved as proposed.

As an Industrial Hygienist and Health and Safety professional with more than 20 years of experience, Mr. Allshouse specializes in assessing indoor air quality and workplace risks of all types. He has performed well over 1,000 Industrial Hygiene assessments of chemical, biological, and physical stressors, and performed risk-based assessments of high hazard (potent) drug handling operations at more than 100 pharmaceutical manufacturing and R&D operations.

IAQ Support Team

Todd will be supported by our full team of Certified Industrial Hygienists (CIH), Certified Safety Professionals (CSPs), and Professional Environmental Engineers (PEs) to ensure that all items are completed in a timely manner. Additional staff included are knowledgeable of operations and programs and will assist with program items such as hazard assessment and program requirement analysis.

Previous Experience

Refer to Appendix B for project descriptions.

Company Overview

Compliance Management International (CMI), headquartered in North Wales, Pennsylvania, is a leading provider of Environmental, Health and Safety (EHS) services to governmental, commercial, and industrial clients, including numerous public and private educational facilities. The CMI mission is to provide experienced technical professionals to meet the EHS needs of our clients. We have an appreciation for recognizing these issues from the client's perspective and provide advocacy on their behalf. CMI offers resources for supporting EHS projects through its diversified staff of Certified Industrial Hygienists (CIH), Professional Engineers (PE), Professional Geologists (PG), Environmental Scientists (ES), Certified Safety Professionals (CSP), and Certified Energy Mangers (CEM). Our in-house information technology team enhances our services through customized software tools.

| <i>Quality in Environmental, Health & Safety Services</i> | |
|---|--|
| Why Choose CMI? | Knowledge, Experience, and Capabilities |
| <ul style="list-style-type: none"> • A company philosophy built around quality and responsiveness • Extensive experience meeting the EHS needs of public and private educational facilities. • Our service commitment has resulted in repeat business, referrals, and long-term relationships • Years of experience in various business sectors and understanding of the compliance issues typically experience by your industry • We work closely with our clients to understand their perspective on EHS issues and work as an advocate for their interests • Our broad service line covers most environmental, health and safety areas and can handle all your regulatory compliance needs • An enviable and well-established reputation in the industry • We understand how to motivate personnel to work safely to improve the bottom line | <ul style="list-style-type: none"> • Our project team has extensive knowledge of up-to-date EHS regulations and the ability to maintain this knowledge • Our quality assurance/quality control (QA/QC) system ensures comprehensive and quality work products • Our management system assures team availability and on-time completion within the proposed budget • Working relationships with regulatory agencies including the U.S. Environmental Protection Agency (EPA), Pennsylvania Department of Environmental Protection (PADEP), the Occupational Safety and Health Administration (OSHA) and Pennsylvania Department of Labor and Industry (PADOL) • We understand how to drive EHS management into operations for total accountability • An internal information technology (IT) department to support our engineers with customized software solutions |
| <i>Cost-Effective Solutions to Complex EHS Issues</i> | |

Fee Schedule, Business Conditions, & Authorization to Proceed

CMI shall perform the above services in accordance with the attached *Terms and Conditions* which are hereby made a part of this proposal. CMI proposes to perform this project on a per location, annual lump sum basis.

| ✓ | Description of Service | Annual Sampling Fee |
|--|------------------------------------|---------------------|
| ✓ | J.M Hill Elementary School | \$1660 |
| ✓ | Smithfield Elementary School | \$1660 |
| ✓ | Middle Smithfield Elementary | \$1740 |
| ✓ | Resica Falls Elementary School | \$1820 |
| ✓ | J.T. Lambert Intermediate School | \$2220 |
| ✓ | Bushkill Elementary School | \$1660 |
| ✓ | Lehman Intermediate School | \$1980 |
| ✓ | Senior High School North | \$2220 |
| ✓ | East Stroudsburg Elementary School | \$1820 |
| ✓ | Senior High School | \$2300 |
| <i>These fees include all project management, travel, and mobilization time.</i> | | |

| ✓ | Description of Service | Per Sample Fee |
|--|--|----------------|
| | Additional Bi Annual IAQ Air Sampling Air Sample | \$40 |
| | Additional Bi Annual IAQ Air Sampling Standard Swab Sample | \$40 |
| | Additional Bi Annual IAQ Air Sampling 1 Day Air Sample | \$55 |
| | Additional Bi Annual IAQ Air Sampling 1 Day Air Swab | \$55 |
| <i>These fees include all project management, travel, and mobilization time.</i> | | |

The proposal is valid for thirty (30) days from the date on the cover page. If this proposal is acceptable, please execute a purchase order or the *Authorization to Proceed*, and send to Todd Allshouse by FAX 215-699-8315 or e-mail tallshouse@complianceplace.com.

The undersigned agrees to the conditions set forth in this proposal. Any additional requested services will be addressed in a separate proposal. Please check all authorized services to proceed.

Authorization by East Stroudsburg School District

 Signature

 Date

 Printed Name

 Title

APPENDICES

Appendix A – Profiles of Key Personnel

Todd Allshouse, CIH, CSP
Client Manager

Fields of Competence

- Indoor environmental quality assessments including mold concerns
- Development, implementation, management, and auditing of environmental, health and safety programs designed to reduce injuries and illness and employee complaints
- Industrial Hygiene assessments for chemical, physical, and biological hazards
- Assessment and control of ergonomic exposures in industrial and office environments
- Development of project-specific health and safety plans (HASPs) and site monitoring and supervision
- Development, design, and evaluation of engineering controls, including general and local exhaust ventilation (LEV), noise control, radiation control, and heating, ventilation and air conditioning (HVAC)
- Toxicological hazard assessments of chemical substances

Certifications and Affiliations

- Certified Industrial Hygienist (CIH), American Board of Industrial Hygiene
- Certified Safety Professional (CSP), Board of Certified Safety Professionals
- Qualified Accident and Illness Service Provider, PA Bureau of Workers' Compensation
- Technical Advisory Group (TAG), ISO 45001, Occupational Health and Safety Management Systems Standard
- Past Board Member, Philadelphia Chapter of AIHA
- Six Sigma Green Belt Certification
- Contributing Author, *Good Design Practices for cGMP Pharmaceutical Manufacturing Facilities*

Education

- MS, Environmental Health/Industrial Hygiene, *Temple University*
- MBA, Finance, *Temple University*
- BS, Science, Concentration in Chemistry, *The Pennsylvania State University*

Relevant Experience

Mr. Allshouse is responsible for developing and implementing health and safety management systems, and managing training and workplace risk reduction initiatives at CMI's client sites. As an Industrial Hygienist and Health and Safety professional with more than 20 years of experience in the insurance industry and as a private consultant, Mr. Allshouse specializes in assessing workplace risks of all types. He has performed well over 1,000 Industrial Hygiene assessments of chemical, biological, and physical stressors, and performed risk-based assessments of high hazard (potent) drug handling operations at more than 100 pharmaceutical manufacturing and R&D operations. He is a member of the Technical Advisory Group (TAG) for the ISO 45001 Occupational Health and Safety Management Systems standard and a trainer for the American Society of Safety Engineers (ASSE) Risk Assessment Certificate Program.

Mr. Allshouse has extensive experience in implementing health and safety and injury prevention programs for public and private sector employers. He is a seasoned auditor who has successfully executed numerous regulatory, best management practice (BMP), and management system audits. He routinely works with clients to evaluate safety program and management system gaps to identify improvement plans and appropriate metrics for enhancing overall safety management performance. He is also an experienced trainer who has developed and delivered a host of management and supervisory training programs on workplace hazard identification, incident investigation methodologies, and risk reduction.

Appendix B – Project Descriptions

Project Descriptions



**SCHOOL DISTRICT OF
CHELTENHAM TOWNSHIP**
Where Excellence Begins With Education

CMI has provided professional indoor air quality evaluation services to public and private clients in Pennsylvania including four of the School District of Cheltenham Township facilities. To accomplish the project objectives CMI personnel performed the following tasks:

- A visual inspection was performed of readily accessible areas to inspect for factors potentially deleterious to indoor air quality. This included inspecting for indications of moisture, fungal contamination, and a review of the building HVAC systems.
- Air sampling was performed throughout the buildings to evaluate ventilation (carbon dioxide), carbon monoxide, temperature, relative humidity, particulates and mold.
- Lead sampling was done to determine the presence of Lead-Based Paint and to make proper recommendations for potential hazards that might be encountered in areas where Lead-Based Paint was identified. An XRF spectrum analyzed was utilized for Lead-Based Paint sampling.
- Project reports were provided in a timely manner that provided:
 - Sampling Methodology;
 - Visual Inspection Findings;
 - Sampling Results;
 - Interpretation of Sampling Results using most Current Guidelines and/or Standards;
 - Recommendations of Remedial Actions that could be utilized to improve Indoor Air Quality;
 - All project work and reports were done under the direct supervision of an American Board of Industrial Hygiene Certified Industrial Hygienist.



SDIC is a workers' compensation insurance consortium that serves almost 80 Pennsylvania public school districts. For more than eight years, CMI has provided ongoing IAQ services to assist the Districts in monitoring safe and healthy work environments. We also support SDIC to resolve occupational disease claims that may result from poor indoor air or environmental conditions. Typical services include:

- Indoor Air Quality Investigations Including Mold and Biological Concerns
- Employee Complaint and Odor Assessment Surveys
- Chemical Right to Know Inventories and SDS Management Programs
- Laboratory Chemical Hygiene Plans and Training
- Asbestos, Lead, Hazardous Material Surveys, Project Design, and Project Management
- Noise Exposure Monitoring and Hearing Conservation Programs
- Personal Protective Equipment (PPE) Assessments
- Respiratory Protection Programs, Training and Fit Testing
- Ergonomics Assessments and Training



In response to flooding that occurred in two school buildings and subsequent complaints of mold exposure, CMI conducted area air sampling for mold spores and IAQ indicators to evaluate the potential health risks in the building. In conjunction with the testing activities, CMI performed visual inspections of the building to identify sources of water leaks and microbial contamination.

Following the assessment, CMI provided a professional report with sample results, findings, conclusions, and recommendations for mitigation. Due to the sensitive nature of the complaints, CMI presented the results of the assessment to the school administrative staff. CMI then led a meeting with the school staff to present the results

and address concerns/question.



In response to mold growth on pipe insulation in the Middle School pipe tunnels, CMI conducted area air sampling for mold spores to evaluate the potential health risks in the building. In conjunction with the testing activities, CMI performed a visual inspection of the pipe tunnels to identify the extent of mold contamination. CMI prepared a professional report with sample results, findings, conclusions, and recommendations. CMI prepared a cost estimate and detailed specification of the remediation of the mold contaminated pipe insulation. CMI assisted the school soliciting and reviewing bids for the remediation. During the remediation CMI provided oversight of the contract to ensure that work was performed safely and in accordance with the specification. At the conclusion of the remediation CMI prepared a detailed final report for the District.

Appendix C – Terms & Conditions

TERMS AND CONDITIONS

1. **Agreement.** The terms and conditions set forth herein and, in the proposal, (collectively the "Contract") represent all the promises, covenants, agreements, conditions, and understandings between Compliance Management International, Inc. ("CMI") and the Client with respect to the services described in the Contract and supersede all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this Contract. The terms and conditions set forth in this Contract cannot be modified, amended, added to, or otherwise changed unless such modification, amendment, addition or change is reflected in writing signed by both CMI and the Client. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this Contract. Any terms and conditions specified on the Client's purchase order, if any, or any other communication which are in conflict with, inconsistent with, or in addition to the terms and conditions contained in this Contract shall be superseded by the terms and conditions hereof, and shall not be binding upon CMI unless expressly accepted in writing by CMI. CMI's failure to object to terms in any communication from Client will not be a waiver of the terms hereof. The terms and conditions contained in this Contract shall be deemed accepted and agreed to by Client upon failure of Client to notify CMI to the contrary within three (3) days of the execution of this Contract. No waiver by CMI of any of the terms and conditions contained in this Contract, or of the breach by the Client of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition, or breach, or a waiver of any other term or condition or of the breach of any other term or condition set forth in this Contract. All waivers under this Contract must be in writing to be effective.
2. **Prices.** The prices set forth in this Contract constitute the effective prices, notwithstanding any prior written quotations of prices, oral quotations or prices set forth in any purchase order.
3. **Terms of Payment.** Terms of Payment shall be net 30 days from date of invoice. Payments overdue more than 30 days are subject to a monthly service charge of 1-1/4%. Client agrees to pay all expenses incurred in collecting delinquent accounts, including attorney's or other reasonable collection fees. If the financial condition of the Client at any time does not, in the sole judgment of CMI, justify continuance of the work to be performed by CMI hereunder on the terms of payment agreed upon, CMI may require full or partial payment in advance or shall be entitled to cease providing services hereunder and shall receive reimbursement for its reasonable and proper fees as the same would be payable in the event of Termination as is more fully provided in Paragraph 19 below. In the event of bankruptcy, insolvency, a composition of creditors or the inability to pay claims as they become due of the Client, or in the event any proceeding is brought against the Client, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, CMI shall be entitled to stop providing services hereunder any time and shall receive reimbursement for its reasonable and proper fees as the same would be payable in the event of Termination as is more fully provided in Paragraph 19 below. The rights of CMI under this paragraph are cumulative and in addition to all rights available to CMI at law or in equity.
4. **Taxes.** Applicable federal, state, and local taxes, now or hereinafter enacted, in connection with the services hereunder are not included in the price and will be added to the invoice to be paid by the Client, unless, with respect to taxes due a particular taxing authority, the Client provides CMI with a valid tax exemption certificate indicating that the services hereunder are not subject to such taxation.
5. **Non-Exclusive Remedies.** No remedy or right conferred upon or reserved to CMI is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative, and shall be in addition to every other remedy or right given hereunder now or hereafter existing at law or in equity.
6. **Client's Responsibilities.** The Client or its authorized representatives will provide CMI with all information, access to facilities and any local required work permits requested by CMI to enable CMI to provide the services described in the Contract. The Client will designate representative(s) to coordinate with CMI with respect to those services described in the Contract.
7. **General Liability Warranty.** Except for (a) actions taken by Client or its representatives to carry out the written recommendations of CMI within the scope of the Contract, and taken in complete conformity with such recommendations and with all applicable legal, regulatory or other standards for performance of such recommendations, and (b) the intentional negligent acts or omissions of CMI's employees, contractors and subcontractors, CMI shall not be responsible for the acts or omissions of any party, including Client or its representatives, with respect to past, concurrent or subsequent phases of the services described in the Contract, nor shall CMI be responsible for any acts or omissions of the Client or the Client's employees, contractors and subcontractors and their respective officers, directors, employees, agents, successors and assignees. CMI's services will be conducted in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions at the time of performance. Notwithstanding anything to the contrary contained in the Contract, in no event, whether as a result of a breach of the Contract, warranty or tort (including, but not limited to, negligence) by CMI or any other party, will CMI be liable under the Contract for any consequential, punitive or incidental damages or any nature whatsoever nor will CMI be liable for any other damages, fines, costs or penalties in excess of compensation paid to CMI pursuant to the Contract. Except as expressly stated in the Contract, CMI makes no warranties, express or implied, and hereby specifically negates any implied warranty with respect to the services described in the Contract.
8. **Assignment.** Any assignment of this Contract or any rights under this Contract by Client, including by operation of law, by merger or in connection with any transfer of any assets of Client, without the prior written consent of CMI shall be void. All representations, warranties, covenants, terms, conditions and provisions of this Contract shall be binding upon and inure to the benefit of the respective parties, and the representatives, successors and permitted assigns. Nothing in the Contract, whether express or implied, is intended to confer any rights or remedies under or by reason of the Contract on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in the Contract intended to relieve or discharge the obligation or liability of any third persons to any party to the Contract.

9. Force Majeure. CMI shall not be liable for any failure to discharge its obligations hereunder due to: strikes; differences with workmen; accidents, fires; or shutdowns of Client's facility or facilities or plants supplying any of them; orders or requirements of the United States Government or any state or political subdivision thereof; embargoes; inability to secure transportation facilities; or other contingencies beyond the control of CMI, including, but not limited to, those arising out of or due to National Defense activities, or emergency conditions. Furthermore, CMI, shall not be held liable for any untimely response from governmental authorities having jurisdiction; or from other third parties whose involvement is required; unknown and undisclosed hidden conditions particularly when dealing with environmental excavation; changes in regulations and rules and which are not promulgated to the public; failure of third parties to supply necessary information to CMI; acts of terrorism; or utility or communications failures; imposition of laws, regulations or orders of any governmental entity which would render the services to be performed or being performed by CMI as unnecessary in the sole judgment of CMI.

10. Indemnification. Notwithstanding anything to the contrary contained in the Contract, CMI agrees to indemnify and hold the Client harmless from and against reasonable losses, claims, demands, damages (to person or property), and causes of action including reasonable legal fees ("Claims") resulting from the intentional or grossly negligent acts or omissions of CMI, its officers, agents, employees or subcontractors. Similarly, Client agrees to indemnify and save harmless CMI from and against any and all Claims, resulting from Claims by employees, officers, agents, independent contractors and/or directors of Client, alleging that a duty was owed by CMI to such person and from and against Claims by third parties or governmental agencies resulting from Client's failure to carry out and perform actions recommended by CMI or as a result of lack of information or inaccurate information supplied by third parties to CMI. To the extent a Claim is made against CMI, Client will obtain an absolute release of such Claim from the claimant in favor of CMI at such time as Client discharges such Claim.

11. Audits. CMI's duty to conduct audits, where included in the Contract, consists of identifying and reporting to Client potential regulatory compliance issues with respect to the specific list of activities for which CMI assumes responsibility under the Contract. Client agrees that CMI assumes no liability for issues outside of the specific list of activities and Client agrees that if any issues outside of the specific list of activities are addressed in the audit, CMI makes no representation that CMI has examined or reported on any or all other potential issues that may exist.

CMI is responsible for assessing regulatory compliance only and makes no representation or warranty that such compliance will prevent all injuries to, or claims by, employees or third parties.

CMI's obligations hereunder are intended to benefit Client only and neither party intends that any part of this Agreement shall be construed so as to create any rights in favor of any employee or third party against CMI.

Client agrees to indemnify and save harmless CMI from and against any and all Claims by employees, officers, agents, independent contractors and/or directors of Client, or by third parties or governmental agencies alleging that a duty was owed by CMI to such person or entity as a result of any audit conducted under this Contract.

12. Permits, Survey, Etc. Unless otherwise included in the price stated in the proposal, Client must pay for all permits, Inspector's fees, licenses or any other charges ("Charges"), if any, from local, state or federal officials obtained by CMI to conduct the work under the Contract for all those Charges by such officials.

13. Confidentiality. All matters relating to the Contract, including, without limitation, all data, reports and discoveries generated pursuant to the work under herein and the existence of herein, shall be held in confidence by CMI. Prior to releasing to any third party information in any way connected with CMI's work under the Contract, CMI shall obtain the written consent of the Client except where required to release the same pursuant to the order of any court of competent jurisdiction. All data, reports and discoveries generated pursuant to the work hereunder shall be produced in CMI format, and Client shall hold said format in confidence.

At all times while the Contract is in effect (including any extensions or renewals), and for a period of two (2) years thereafter, Client shall not directly or indirectly, hire, or solicit for hire, as an employee, agent or consultant, any present or future employee or independent contractor of CMI, including, without limitation, any employee, consultant or contractor servicing Client's account, without the express prior written consent of CMI.

14. Documents. Drawing, specifications and other documents prepared by CMI are Instruments of Service for use solely with respect to this Project. This includes documents in electronic format. CMI and its consultants and subcontractors shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the Client for future additions or alterations to this Project or for other projects, without prior written agreement from CMI. Any unauthorized use of these Instruments of Service shall be at the Client's sole risk and without liability to CMI and its subcontractors.

15. Unforeseen Conditions and Occurrences. It is possible that changed conditions or unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, CMI will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- (a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;
- (b) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with revision agreed in writing;
- (c) Terminate the services effective on the date specified by us in writing.

In instances where CMI provides subsurface evaluations using drill rigs or other means of soil sampling or groundwater well installations, the property owner will be responsible for locating private utilities or underground equipment prior to the work unless so stated in our proposal. If CMI is not provided with accurate information regarding these utilities, CMI will not be responsible for the

damage, disruption and/or replacement of unmarked, poorly located or unknown utilities or other subsurface lines/obstructions or the release of any products or wastes due to the damage.

16. Waste Management. Test specimens or samples generally are consumed or substantially altered during testing and are disposed immediately upon completion of tests. Drilling samples and other specimens are disposed 30 days after submission of our report.

(a) Sample Disposal and Management. On Projects where CMI extracts and collects samples on behalf of the Client, CMI will not take title to samples but will act as custodian of these samples on behalf of the Client. CMI will have samples tested and evaluated on behalf of Client in the time period required for the specific analyses required. At Client's written request, CMI will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, CMI will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that CMI is not responsible or liable for loss of test specimens or samples retained in storage. *In the event that samples contain hazardous constituents, CMI will return such samples to Client, or using a manifest signed by Client as generator, CMI will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples.

(b) Waste Disposal/Handling. Client will defend, hold harmless and indemnify CMI from and against any and all claims, actions, allegations, penalties, and damages caused by:

(i) Client's violation of any federal, state or local state, regulation or ordinance relating to the disposal, use, or storage of toxic or hazardous substances, wastes, or constituents, and/or any other federal, statute or local statute, regulation or ordinance relating to protection of the environment, including, without limitation, statutes, regulations or ordinances relating to petroleum and petroleum products;

(ii) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or wastes or their constituents, or petroleum and/or petroleum products, found or identified at the site;

(iii) Toxic or hazardous substances or wastes, or their constituents, and/or petroleum or petroleum products, introduced or present at the site before or after CMI's completion of the services herein;

(iv) Any allegation that CMI is a handler, generator, operator, treater or storer, transporter, or disposer of hazardous waste under the Resource Conservation and Recovery Act of 1976, as amended, or any other similar federal, state or local regulation or law. Client's indemnity herein shall extend to CMI's attorney's fees and consultant's fees.

17. Client Disclosure*. Client agrees to advise CMI upon execution of the Agreement of any hazardous substances or any other condition, known or that should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering this Agreement or of providing services hereunder, CMI does not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local police agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

*Applies only if toxic or hazardous substances or constituents are involved or encountered.

18. Site Operation. Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site. CMI's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. CMI's field personnel will avoid hazards or utilities which are visible to them at the site. If CMI is advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. CMI is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom. CMI will take reasonable precautions to minimize damage to the property caused by our operations. CMI's fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damage, we will comply and add the cost to our fee. Field tests or boring locations described in CMI's reports or shown on sketches are based on specific information furnished by others or estimates made in the field by CMI's personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

19. Field Personnel. The presence of CMI's field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by CMI, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of our field personnel or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications. If a contractor (other than a subcontractor of CMI) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that CMI will not be responsible for job safety of others on the project and that CMI does not have the duty or right to stop the work of the contractor.

20. Termination. The Contract shall remain in effect for a period of one year (or for the period stated in the proposal if another period is stated therein) and will commence on the date of Client's execution and return of the Contract to CMI. Client shall be responsible for and shall pay all of CMI's direct out-of-pocket expenses incurred or for which a liability has been created as a result of the Contract so that all obligations of CMI shall be discharged. CMI, upon receipt in full of the sums due to it as aforesaid, shall deliver

to Client all information and materials relating to the work performed under the Contract including, without limitation, all data, reports, laboratory analyses, sample and materials.

21. Attorney Fees. If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

22. Governing Law. The Contract shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the law of conflicts of law of the Commonwealth of Pennsylvania.

23. Waiver. The waiver by either party hereto of its rights arising out of, or in connection with a breach, failure or default under this Contract by the other party hereto will not operate or be construed to operate as a waiver of any subsequent breach, failure or default. All waivers under this Contract must be in writing to be effective.

24. Arbitration. All claims, disputes and other matters in question between the parties to this Contract, arising out of, or relating to herein or the breach thereof, shall be decided by commercial arbitration in Montgomery County, Pennsylvania, in accordance with the applicable commercial arbitration rules of the American Arbitration Association unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional party or parties not a part of herein except by written consent containing a specific reference to herein and signed by all parties hereto. Any consent to arbitration involving any additional party or parties shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with any additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law. Three arbitrators should be appointed ("Arbitrators"), one of whom shall be appointed by Client, one by CMI, and the third of whom shall be appointed by the first two Arbitrators. The three Arbitrators shall be recognized experts in the field of governmental regulation, all of whom shall have at least ten (10) years' experience. If either party fails to appoint an Arbitrator within ten (10) business days of a request in writing by the other party to do so, or if the first two Arbitrators cannot agree on the appointment of a third Arbitrator within ten (10) business days, then such Arbitrators shall be appointed by the President Judge of the Court of Common Pleas of Montgomery County. As soon as the Panel has been convened, a hearing date shall be set within fifteen (15) days thereafter; provided, that the Arbitrators may extend the date of the hearing upon the request of any party to the extent necessary to insure that such party is given a reasonable time to prepare for the hearing. Written submissions shall be presented and exchanged by both parties five (5) business days before the hearing date. At such time, the parties shall also exchange copies of all documentary evidence upon which they will rely at the arbitration hearing, and a list of witnesses whom they intend to call to testify at the hearing. The Arbitrators shall make their determination as promptly as practical after conclusion of the hearing, and the Arbitrators shall promptly give notice of such determination to the parties. An award of arbitration shall be final and binding.

25. Limitation of Responsibilities. CMI reserves the right, in its discretion, to limit the amount of work, activities, services or training requested by the Client (including, without limitation, site visits, training sessions and meeting with regulatory officials) to such number as CMI determines, in its professional judgment, is necessary for material compliance by the Client with the applicable statute, regulation, requirement or other law. All statements in this proposal that CMI will perform "all" or "unlimited" work, activities, services or training for a project shall mean that CMI shall perform such work, activities, services or training that it determines, in its professional judgment, is necessary for material compliance by the Client with the applicable statute, regulation, requirement or other law.

26. Construction. This agreement is the joint product of CMI and Client, each of which has been represented by competent counsel of their own choosing. The contract shall be construed without the aid of any canon, custom, rule of law requiring construction against the draftsman.

27. Headings. The headings of the paragraphs are inserted for convenience of reference only and are not intended to be part of or affect the meaning or interpretation of these terms and conditions.

28. Default. Notwithstanding the fact that this Contract is for a fixed period of time, this Contract may be terminated by either party upon notice that a material breach of this Contract has occurred and that such breach has remained incurred for a period of thirty (30) days from the date of written notice thereof; provided, that if such default is subject to cure, the defaulting party shall have thirty (30) days from receipt of the notice to effect such cure. If the cause of the default is Client's failure to make timely payments, CMI may suspend all its services hereunder until such arrearages are paid.

29. Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto in separate counterparts, which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

30. Notices. All notices required or permitted by this Agreement shall be in writing and shall be given by personal delivery; Federal Express, Express Mail, DHL, Airborne Express or United Parcel Delivery Service (next day delivery, which shall be effective upon receipt provided a receipt of service acknowledgment is received from the delivery service); facsimile transmission indicating confirmation of receipt; or by certified or registered mail, return receipt requested, postage prepaid; and shall take effect from time to time of the personal or courier delivery or the second business day following the mailing thereof, or, the day of its receipt (if a business day or the succeeding day), whichever shall first occur as the case may be.

End of Terms and Conditions



September 24, 2018

Mr. Scott Ihle
Director of Facilities
East Stroudsburg Area School District
50 Vine St.
East Stroudsburg, Pa. 18301

RE: Indoor Air Quality Monitoring for East Stroudsburg Area School District with 10 buildings.

Dear Mr. Ihle:

Pursuant to your request and after a review of your requirements, LaBella Associates is please to submit our proposal to provide the above referenced services. These professional services shall include the following:

Bi-annual Mold – Fungi (indoor air quality) testing will be performed at 10 buildings located throughout the East Stroudsburg Area School District campuses. Based upon common ASTM Guidelines and Governmental practices, Labella Associates proposes to test 15 percent of the rooms available at each of the ten individual sites. Buildings with prior mold / fungi issues will have 2 to 3 targeted rooms sampled and the remainder of the rooms – chosen at random with the assistance of a random sampling strategy selection program. All sampling will be performed with Air-O-Cell Brand cassettes and high volume air pumps. A minimum of 75 liters of air will be collected for each sample. LaBella Associates proposes to collect and have the samples analyzed as routine sampling to establish a baseline level for each site. Humidity and Moisture readings will be taken in each of the rooms sampled and will be documented in a report to be issued upon completion of the site sampling.

Implementation of a bi-annual sampling program will ensure that the classrooms in the buildings are monitored regularly with confirmation of seasonal fluctuation noted. It would be the recommendation of LaBella Associates to implement the initial testing sometime in the months between November and January to ensure that the heating season and associated equipment is functioning to its proper potential (unless otherwise requested). LaBella Associates also recommends that the second sampling procedure takes place sometime in mid-July to early August to ensure the HVAC systems are functioning and seasonal dehumidification is taking place (unless otherwise requested). This program will initiate an O&M (Operations and Maintenance Program) for the East Stroudsburg Area School District.

The following is the cost for completing these services twice a year, which includes sample collection costs, sample analysis, reporting, and travel. 1 comparison will be obtained each day sampling takes place and is included in the fee listed below:

Senior High School South – 85 classrooms
Sample 13 classrooms and 2 Common Areas Fee \$1,240.00



Proposal for Indoor Air Quality Monitoring for East Stroudsburg Area School District within 10 buildings.

| | |
|---|----------------|
| J.M. Hill School - 38 Classrooms Sample 6 classrooms and 1 Common area | Fee \$840.00 |
| Smithfield School - 39 Classrooms Sample 6 classrooms and 1 Common area | Fee \$840.00 |
| Middle Smithfield School - 48 Classrooms Sample 7 classrooms and 1 Common area | Fee \$880.00 |
| Resica Falls School - 39 Classrooms Sample 6 classrooms and 1 Common area | Fee \$840.00 |
| J.T. Lambert School - 70 Classrooms and 1 Pod Sample 11 classrooms, 1 POD sample and 2 Common area | Fee \$1,240.00 |
| Bushkill Elementary School - 39 Classrooms Sample 6 classrooms and 1 Common area | Fee \$840.00 |
| Lehman Intermediate School - 69 Classrooms Sample 10 classrooms and 1 Common area | Fee \$1,040.00 |
| Senior High School North - 77 Classrooms Sample 12 classrooms and 2 Common area | Fee \$1,160.00 |
| East Stroudsburg Elementary School - 52 Classrooms Sample 8 classrooms and 1 Common area | Fee \$960.00 |

The sampling protocol will be in accordance with all applicable federal, state, and local regulations.

The Following is the cost for completing any additional samples as requested:

| | |
|--|-------------|
| Bi Annual IAQ Air Sampling Additional Standard Air Sample. | \$45.00 ea. |
| Bi Annual IAQ Air Sampling Additional Standard Swab Sample. | \$40.00 ea. |
| Bi Annual IAQ Air Sampling Additional 1 Day Air Sample. | \$65.00 ea. |
| Bi Annual IAQ Air Sampling Additional Standard Swab Sample. | \$60.00 ea. |



LaBella Associates will invoice ESASD only for the specific services rendered.

Final hard copy reports will be forwarded to you with LaBella's invoice at project completion. Payment terms are thirty days upon receipt of the invoice.

We appreciate the opportunity that you have given to LaBella Associates in submitting this proposal and are looking forward to working with you on this project. Should you have any questions or require additional information, please do not hesitate to contact me personally at 570-904-6196 or 570-578-1234,

Respectfully submitted,

LaBella Associate

Brian Poplarchick
Senior Project Manager
Hazardous & Regulated Building Materials Program

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are accepted. You are hereby authorized to do the work specified.

DATE: _____ SIGNATURE: _____

PRINTED NAME: _____

Attachment VI.E.1



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

INVOICE

No. 48609
11/30/2018

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 October 27, 2018 To November 23, 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 | \$9,475.00 | 100.00 | \$3,425.00 |

INVOICE TOTAL \$3,425.00



East Stroudsburg Area School District
Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg, PA 19301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Mr. Ryan K. Moran,
Assistant Superintendent for Curriculum
and Instruction Grades K-12

Mr. Brian D. Baddick,
Assistant Superintendent for Pupil
Services

Mr. Thomas J. McIntyre,
Chief Financial Officer

Dr. William R. Riker
Superintendent

EAST STROUDSBURG AREA SCHOOL DISTRICT
Property/Facilities Committee Meeting Dates For 2019

PUBLIC NOTICE

| | | |
|-----------|----------|---|
| January | 03, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| February | 07, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| March | 07, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| April | 04, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| May | 02, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| June | 06, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| July | 03, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| August | 01, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| September | 05, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| October | 03, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |
| November | 07, 2019 | -- 5:30 PM – Carl T. Secor Administration Center – Board Room |

Patricia L. Rosado
Board Secretary