



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

**INVOICE**

No. 48715  
12/31/2018

**East Stroudsburg Area School District**

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

<p><b>High School North Roof Replacement</b></p> <p><b>287010</b></p> <p>For Services Rendered From November 24, 2018 To December 31, 2018</p> <hr/> <p>DEI Fee = 7% of \$6,675,000 = \$467,250</p>
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**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	\$12,900.00	100.00	\$0.00

**02 - Design, Bidding & Construction Phase Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$467,250.00	\$0.00	1.84	\$8,595.06

**INVOICE TOTAL      \$8,595.06**



**D'HUY Engineering, Inc.**  
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**INVOICE**

No. 48716  
12/31/2018

**East Stroudsburg Area School District**

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

<p><b>Resica Elementary School Roof Replacement</b></p> <p><b>287011</b></p> <p>For Services Rendered From November 24, 2018 To December 31, 2018</p> <hr/> <p>DEI Fee = 7% of Estimated Cost of \$675,000 = \$47,250</p>
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**00 - Basic Services**

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$47,250.00	\$0.00	3.50	\$1,656.02

**INVOICE TOTAL      \$1,656.02**



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

**INVOICE**

No. 48714  
12/31/2018

**East Stroudsburg Area School District**

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

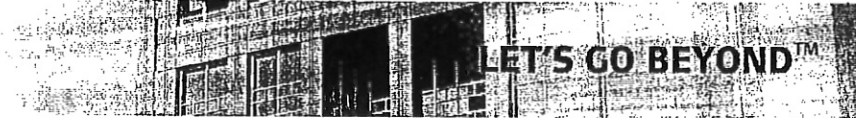
**East Stroudsburg Area School District Retainer Services**  
**287000**  
For Services Rendered From November 24, 2018 To December 31, 2018

Retainer Services

**Retainer Services**

**Specified Fee:** \$2,000.00  
**Fee this Period:** \$2,000.00

**INVOICE TOTAL** \$2,000.00



Trane U.S. Inc.  
1185 North Washington Street  
Wilkes Barre, PA 18705  
Phone: (570) 821-4960  
Fax: (866) 483-5414

January 22, 2019

Scott Ihle

East Stroudsburg Area School District  
50 Vine Street  
PO Box 298  
East Stroudsburg, PA 18301  
(570) 424-8500  
scott-ihle@esasd.net

Site Address:  
Lehman Intermediate and High School North  
257 Timberwolf Drive  
Dingsmans Ferry, PA 18328

**PROJECT NAME:** East Stroudsburg North HS -Tube Prep & Eddy Test

We are pleased to offer you this proposal for performance of the following services for the Equipment listed. Services will be performed using Trane's Exclusive Service Procedure to ensure you get full benefit of our extensive service experience, coupled with the distinct technical expertise of an HVAC Equipment manufacturing leader. Our innovative procedure is environmentally and safety conscious, and aligns expectation of work scope while providing efficient and productive delivery of services.

**EQUIPMENT LIST**

Equipment	Qty	Manufacturer	Model Number	Serial Number
Centrifugal Chiller	1	Trane	CVHF077FA1	L99G02989M
Rotary Chiller	1	Trane	RTHB300FMF	U99G00244
Rotary Chiller	1	Trane	RTHB300FMF	U99G00245

**Scope of Service: Provide labor and material to perform Eddy Current tube testing on one (1) CVHF077 centrifugal chiller and two (2) RTHB300 rotary chillers.**

**Service: Eddy Current Testing (per chiller)**

Description

- Remove chiller from service
- Lock out and tag chiller
- Isolate the evaporator and condenser vessels from the water systems
- Remove one (1) head (non piping end) from each vessel
- Inspect tubes, tube sheets and heads\*
- Mechanically brush clean evaporator and condenser tubes
- Perform Eddy Current tube test on all tubes and provide detailed report\*
- Reinstall vessel heads with new gasket/orings
- Refill vessels and return to water systems
- Remove locks and tags
- Place chiller back into service

\* Evaluations will be by Trane representative. Any required additional repairs will be brought to your attention, quoted separately, and will be done only following your approval.



**Notes**

- Removal and storage of glycol (if used) is not included in above referenced scope  
Water system(s) draining and refilling is not included should vessel(s) isolation valves not close and hold  
The existing insulation will be re-used when possible. New insulation, if necessary, will be quoted in addition to this proposal.

**PRICING AND ACCEPTANCE**

**TOTAL PRICE:.....\$19,922.00 USD**

**CLARIFICATIONS**

1. Any service not listed is not included.
2. Work will be performed during normal Trane business hours.
3. This proposal is valid for 30 days from January 21, 2019.

I appreciate the opportunity to earn your business, and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Vincent DeAngelis  
Services Account Manager  
(570) 332-1880

**This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.**

<b>CUSTOMER ACCEPTANCE</b>
_____
Authorized Representative
_____
Printed Name
_____
Title
_____
Purchase Order
_____
Acceptance Date
_____
License Number:

**TERMS AND CONDITIONS – QUOTED SERVICE**

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Trane's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Trane will be responsible for the cost of transporting a part requiring service.

**1. 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 services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** 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 the 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 Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counter-offer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. 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 Services rendered by Company to the date of cancellation.

**3. Cancellation by Customer Prior to Services; Refund.** If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

**4. Cancellation by Company.** This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**5. Services Fees and Taxes.** Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

**6. Payment.** Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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 or otherwise enforcing these terms and conditions.

**7. Customer 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; 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 connection with 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 the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

**8. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company 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. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Trane for services, repairs, and/or replacements performed by Trane at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Trane performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

**9. Customer Obligations.** Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

**10. Exclusions.** Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;
- (d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing

Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminants or airborne biological agents; and

(e) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included with the Proposal.

**11. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; 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 or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. 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 REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. 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.**

**12. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify 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 personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or 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 or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**13. Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

**14. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). 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 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 any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

**15. Insurance.** Company agrees to maintain the following insurance during the term of the contract 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 or its insurer waive its right of subrogation

**16. 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 ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services 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; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor 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.

**17. 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 Services are 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 Services are 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 premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States 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 Services. 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, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their 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. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a United States 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; and 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.

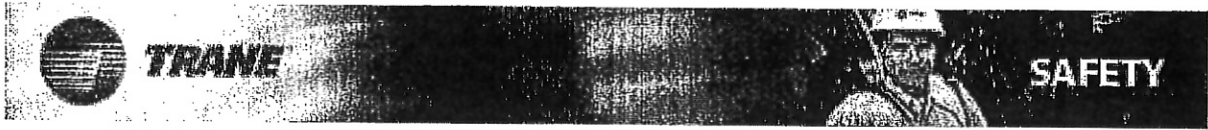
**19. U.S. Government Contracts.**

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 / Purchase Order 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 Services are in connection with a U.S. government contract, Customer agrees and hereby 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 contractor's 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 Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

**20. 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.

1-10.48 (1114)  
Supersedes 1-10.48 (0614)





## **TRANE'S SAFETY STANDARD**

Trane is committed to providing a safe work environment for all employees and to preventing accidents in its business operations. To accomplish our objectives Trane has instituted safety programs, procedures and training that incorporate a progressive approach to injury prevention.

## **PROVEN SAFETY SUCCESS**

Trane's safety culture in North America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

## **TRANE INJURY RATES V. INDUSTRY COMPETITORS**

Since 2003 the US Bureau of Labor Statistics records reflect Trane's Total Recordable Rate (TRIR) and Days away from work (DAFW) rate have been significantly lower than HVAC repair and maintenance contractors and Specialty Trade contractors (construction). Trane's safety culture in America is unparalleled in the building services industry and has demonstrated proven results via continuous reduction of injury rates.

Trane's incident (OSHA) rates are consistently 50-70% below the industry average. This outstanding safety achievement is the end result of the rigorous team oriented approach to our safety program that creates accountability and empowerment in all employees and management and fuels our institutional safety culture. This is the key to our continual improvement.

## **SAFETY TOOLS, TRAINING & EXPERTISE**

Trane's service and contracting technicians are not only among the most skilled in the industry they are also extensively trained in safe work procedures. Our technicians receive safety training, equipment, tools, procedures, and management support to identify jobsite hazards and take appropriate measures to prevent personal injuries. The resources available to Trane technicians include:

- Safety Training – 20 hrs per year, including classroom and web-based platforms.
- -Topics include, but are not limited to, Lockout/Tagout, Confined Space Entry, Hazard Communication, Respiratory Protection, Hearing Conservation, Excavations, Scaffolding, Rigging, Powered Industrial Truck operation, Ladders, Vehicle Safety, Fire Protection, PPE, Emergency Response, First Aid / CPR.
- Electrical Safety – NFPA 70E compliant – electrical PPE; flame-resistant clothing; training.
- Fall Protection – full complement of fall arrest and fall restraint equipment for each technician.
- Ergonomics – custom-designed for HVAC field technicians, includes training, material handling equipment and procedures.
- Smith System Safe Driving Program – Trane's safety Managers are certified instructors; safety Managers train technicians; 1-800 "How's My Driving?" stickers are located on the back of service vehicles.
- USDOT compliance – technicians scheduled within Material of Trade and Hours of Service limits and are fully qualified under Department of Transportation rules for driving commercial motor vehicles with GVWR >10,000 and 26,000 lbs.
- Refrigerant Management – Service technicians are trained to manage refrigerant in accordance with U.S. EPA rules using a sophisticated electronic tracking system developed by Trane.
- Empowerment - Technicians are empowered with full management support to address safety hazards as they see fit. If ever in doubt about how to do a job or task safely, the technician is required to ask a qualified person for assistance before proceeding with work.

## **MANAGEMENT LEADERSHIP AND COMMITMENT**

Accident prevention is a primary responsibility of management at Trane. Trane's safety culture is based on the following management principles:

- Leadership at the local level manages the local organization's safety performance.
- Management is financially accountable for safety performance.
- Local management is actively engaged in risk reduction activities and training and manages safety performance outcomes.
- Management clearly communicates to all Trane employees their safety expectations and strongly enforces compliance with those expectations.
- Employees are held accountable when they fail to meet safety expectations.

Local management and supervisory personnel at the local level are responsible for implementation of the following safety program elements:

- The Safety Management System developed by Trane – developed in accordance with OHSAS 18001.
- Audits and Inspections – Supervisors, Middle and Upper Managers must conduct field inspections. Corporate Safety conducts detailed compliance and management systems audits.
- Company safety compliance programs – ensure that they are fully implemented.
- Safety and environmental performance – tracked using a Balanced Scorecard with leading and lagging indicators and metrics.
- Subcontractor Qualification – implement this process to promote safety and safety plan compliance on multi-employer job sites.
- Six Sigma and Lean – use these productivity tools to enhance safety on job sites.
- Drug and Alcohol Policy – mandatory DOT required for-cause and post-accident testing after recordable injuries and property damage.
- Motor Vehicle Records Search – annual checking of driving records of employees driving company vehicles.

## **JOBSITE SAFETY EQUALS CUSTOMER VALUE**

At Trane safety is part of our culture for every employee. What this means to our customers is fewer job site accidents and the delays and liability concerns that come along with them. What this means to our staff is greater confidence in the practices and procedures they use on the job and the pride that comes from working for one of the premier service organizations in the world. Tighter safety standards and fewer accidents can also lead to better on-time project completion and higher quality results.

When you use Trane Building Services to install, maintain or upgrade your building systems you will take full advantage of our superior safety program, low incident rates and subcontractor safety management procedures. These help you manage project risk more effectively than you could using multiple contractors or even a single prime contractor with a less impressive safety record.



QC

## Laboratory Services Quotation

REBECCA LOPEZ  
EAT STROUDSBURG AREA SCHOOL DISTRICT  
50 VINE STREET

EAST STROUDSBURG, PA 18301

Project LEAD TESTING  
Quote # Q180959 AMSM  
Quote Date 10-17-18  
Expiration Date 12-31-19  
Phone -- Ext.  
Fax --

### Deliverables Format:

Quantity	Matrix	Analysis	Unit Price	Total Price
179	WATER	LEAD	\$20.00	\$3,580.00
9	MISC	SAMPLING - 10 OR LESS PER SCHOOL	\$75.00	\$675.00
6	MISC	SAMPLING - > 10 SAMPLES PER SCHOOL	\$125.00	\$750.00
<b>3 Analyses, Total Quote Amount</b>			<b>\$5,005.00</b>	

**NOTE: Upgraded deliverables requested after date of sample analysis, subject to surcharge at rate equivalent to two times customary surcharge listed above plus any cost of required re-analysis.**

Pricing is subject to Eurofins QC Standard Terms and Conditions attached.

Pricing is based on standard laboratory turnaround. Accelerated turnaround will be subject to surcharge.

Should you have any questions or comments regarding the above or attached please be sure to contact me, Ann Smith, at 215-444-5254. Thank you for considering Eurofins QC for your analytical needs.

Eurofins QC, LLC.

  
Eurofins QC, LLC.

Ann M. Smith

CLIENT PROJECT AUTHORIZATION:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

Accepted: \_\_\_\_\_

Unless otherwise established in an agreement signed by you and Eurofins QC, LLC. (EQC), laboratory analytical services (sample collection, data analysis and interpretation) provided by EQC to you, the client, are subject solely to the EQC's standard terms & conditions and shall control in the event of any conflict with any other written document. Please see [www.eurofinsus.com/QC/terms](http://www.eurofinsus.com/QC/terms) for a copy of our Terms & Conditions.

**General Terms & Conditions of Sale (USA)**

**1. Area of Application**

1.1 All Orders accepted by "Eurofins QC, LLC or any of its subsidiaries or affiliates" (collectively, "EQC") will be governed by these General Terms and Conditions of Sales (the "Terms and Conditions"), including orders placed by telephone which have not been confirmed in writing and orders made by delivery of samples. A contract with these Terms and Conditions comes into being when an order that has been placed with EQC is accepted by EQC. An order placed with EQC is considered as accepted by EQC when (a) EQC proceeds to fulfil that order, without need for any written confirmation from EQC or (b) EQC accepts the order in writing.

1.2 These Terms and Conditions supersede and replace all prior verbal or written price quotations and agreements between the parties and, unless specifically indicated otherwise therein, take precedence over all conflicting or inconsistent provisions of subsequent written agreements between the parties. No officer (other than the Vice President of EQC), employee, agent or subcontractor of EQC has the authority to alter or waive any of these Terms and Conditions or to make any representation which conflicts with or purports to override any of these Terms and Conditions; and no such alteration, waiver or representation shall be binding upon EQC, unless it is in writing and signed by the Vice President of EQC.

**2. Placement of Order**

2.1 A customer's order will be valid only if it is sent by mail or fax or other electronic message on letterhead of the customer or by using EQC-approved sample dispatch sheets or electronic order forms and the commercial aspects of the order which are not specifically set out in these Terms and Conditions (including price, estimated turnaround times and delivery date) must be agreed at the time of the order. The customer must confirm in writing orders given by telephone immediately after they are made and will be deemed to have placed an order if the customer sends samples to EQC quoting the customer reference. EQC is not obligated to start any analytical work unless the order is clear and it has been provided all required information.

2.2 Unless specifically accepted in writing and signed by the Vice President of EQC, any terms proposed or submitted by a customer at any time (including, but not limited to, terms or provisions in the customer's purchase order, instructions or other document) which differ from these Terms and Conditions are rejected as a material alteration of these Terms and Conditions and shall be of no force or effect. Furthermore, special terms or conditions of prior orders, including special pricing, will not automatically apply to subsequent orders. Each order accepted by EQC will be treated as a separate contract between EQC and the customer.

2.3 EQC is entitled to charge management and administrative fees of up to Twenty Five Dollars (\$25) in connection with the request for additional services to an existing order. A request for additional services on samples that have entered the laboratory will be treated as a new order and may postpone estimated delivery date accordingly.

2.4 Any logistic service off-site of the laboratory must be paid in full, unless it has been cancelled or modified by the customer at least forty eight hours (48) in advance for collection services, ninety six (96) hours in advance for sampling services and one (1) week in advance for auditing services.

**3. Price and Terms of Payment**

3.1 If the acknowledgment of an order does not state otherwise, EQC's prices apply "ex works", excluding packaging, which is charged separately. Any additional cost or disbursement (e.g. incurred by EQC in connection with the order) must be paid by the customer.

3.2. Prices are exclusive of all applicable taxes (including sales, use and VAT) and are based on tariffs in force at the day of the remittance of the offer to the customer. Applicable taxes are those in force at the date of invoicing.

3.3 Unless specifically agreed otherwise by EQC in its acceptance of an order, payment of all invoices is due strictly within 30 days of the invoice date. Any dispute about invoices must be raised within 30 days of the invoice date. The challenge of an analytical result will not entitle a customer to defer payment. Any invoice which remains outstanding after due date, may be additionally charged with an administrative penalty of Seventy Five Dollars (\$75) and may carry interest at the rate of one percent (1%) per month or the maximum interest rate permitted by applicable law, whichever is lower.

3.4 Invoices are subject to a minimum invoice charge of Fifty Dollars (\$50). EQC has the right to charge an administrative fee of up to Fifteen Dollars (\$15) to re-issue an invoice.

3.5 The invoice settlement method is check, bank transfer or direct debit. Any other method of payment must receive prior agreement from EQC. The customer undertakes to provide bank account details.

3.6 EQC is entitled to require payment of up to 100% of the quoted order price as a condition of acceptance.

**4. Duties of Customer in Delivering Samples or Materials**

4.1 The samples or materials must be in a condition that makes the preparation of reports/analyses or the production of ordered products possible without difficulty. EQC is entitled to conduct an initial examination of the samples or materials to check their condition before processing the samples, drawing up a report or using them in production. The customer shall bear the costs of this initial examination, if the samples or materials do not comply with the requirements described in this clause 4.1. If the result of the initial examination is that an analysis or production is impossible or is possible only under more difficult conditions than originally anticipated - for example, because the samples or materials have been interspersed with foreign materials or substances that were not reported by the customer or are degraded - EQC shall be entitled to terminate or interrupt the order and the customer shall bear costs incurred by EQC to that point.

4.2 The customer must ensure, and hereby warrants, that no sample poses any danger, including on its site, during transportation, in the laboratory or otherwise to EQC premises, instruments, personnel or representatives. It is the customer's responsibility to insure compliance with hazardous waste regulations, including regarding information, transportation and disposal and to inform EQC personnel or representatives about sample health and safety concerns, including any known or suspected toxic or other contaminant that may be present in the sample and its likely level of contamination as well as the risks to EQC premises, instruments, personnel and representatives



related to the contamination. The customer shall be responsible for, and indemnifies EQC against, all costs, damages, liabilities and injuries that may be caused to or incurred by EQC or its personnel or representatives including on the sampling site, during the transportation or in the laboratory by the customer's sample or by sampling site conditions. The customer shall bear all extraordinary costs for adequate disposal of hazardous waste resulting from the sample, whether or not described as hazardous waste. At EQC's request, the customer must provide EQC with the exact composition of the samples.

#### **5. Property Rights on Sample Material and Sample Storage**

5.1 All samples become the property of EQC to the extent necessary for the performance of the order. Unless the customer pays for storage, EQC shall have no obligation or liability for samples sent to EQC for storage, including samples requiring refrigeration. If the customer pays for storage, EQC will take commercially reasonable steps to store the samples, according to professional practice.

5.2 EQC can dispose of or destroy samples immediately after the analysis has been performed, unless EQC and the customer have agreed in writing on the terms of EQC's retention of the sample. EQC also can dispose of or destroy the samples after the agreed upon retention period, without further notice and at customer's cost, should an extra cost for EQC arise to comply with any regulation (for example, with respect to disposal of hazardous waste). If the customer requests the return of unneeded sample material, EQC will return them to the customer, at the customer's cost and risk.

#### **6. Delivery Dates, Turnaround Time**

6.1 Delivery dates and turnaround times are estimates and do not constitute a commitment by EQC. Nevertheless, EQC shall make commercially reasonable efforts to meet its estimated deadlines.

6.2 Results are generally sent by email and/or by USPS mail, or via other electronic means, to the attention of the persons indicated by the customer in the order, promptly after the analysis is completed.

#### **7. Transfer of Property**

7.1 Title in any analysis results, products, equipment, software or similar supplied by EQC to the customer will remain with EQC until all invoices in respect thereof have been paid by the customer in full, and until such full payment, the customer shall have no property rights or other rights to use them. In addition, even if EQC has accepted and begun to fulfil an order, EQC has the right at any time stop processing that order and to stop doing any work for a customer if that customer is late in paying any amount due to EQC, whether for that or any other order.

7.2 Even after payment in full by the customer, EQC shall retain the right to store, use and publish all analysis results in an anonymous form which does not identify the customer.

#### **8. Limited Warranties and Responsibilities**

8.1 Orders are handled in the conditions available to EQC in accordance with the current state of technology and methods developed and generally applied by EQC and the results may not always be 100% exact and/ or relevant. Analyses, interpretations, assessments, consulting work and conclusions are prepared with a commercially reasonable degree of care but EQC cannot guarantee that these will always be correct or absolute. This limited warranty expires six months after the delivery date of the samples, if the acknowledgement of the order does not specifically state otherwise. In all cases, the customer must independently verify the validity of any results, interpretations, assessments and conclusions supplied by EQC, if it wishes to rely on the same in respect of matters of importance and shall do so at its own risk.

8.2 Each analytical report relates exclusively to the sample analyzed by EQC. If EQC has not expressly been mandated and paid for the definition of the sampling plan (including which samples of which raw materials and finished products and at which frequency should be analysed) and the definition of the precise range of analysis to be performed or if the customer has not followed EQC recommendations,

EQC shall not bear any responsibility if the sampling plan and/or the range of analysis to be performed prove to be insufficient or inappropriate.

8.3 The customer is responsible for the proper delivery of samples sent to EQC for examination/analyses or materials sent for production. Unless otherwise specifically agreed in writing by EQC, EQC accepts no responsibility for any loss or damage, which may occur to any sample in transit or to any facility or site where logistics services are being delivered. The customer will at all times be liable for the security, packaging and insurance of the sample from its dispatch until it is delivered to the offices or the laboratories of EQC. EQC will use commercially reasonable care in handling and storing samples, but EQC shall not be held responsible for any loss or destruction of samples even after their receipt at its laboratories.

8.4 The customer warrants and represents to EQC that all samples sent to EQC for analysis are safe and in a stable condition and undertakes to indemnify EQC for any losses, injuries, claims and costs which EQC, or its personnel, may suffer as a result of any sample not being in a safe or stable condition, notwithstanding that the customer may have given an indication on the sample or any order form of any perceived problem with the sample. The customer must always inform EQC in writing prior to shipment and label the packaging, samples and/ or containers appropriately, if the samples are dangerous or otherwise of a hazardous nature.

8.5 Unless explicitly agreed in writing by all parties, the contractual relationship shall be exclusively between the customer and EQC. There shall be no third party beneficiary or collateral warranty relating to any order and the customer shall indemnify and hold EQC harmless from and against any and all third party claims in any way relating to the customer or to the order by the customer.

#### **9. Limitation of Liability**

9.1 Except to the extent that such limitations are not permitted or void under applicable law: (a) EQC (together with its workers, office clerks, employees, representatives, managers, officers, directors, agents and consultants and all EQC partners and affiliates, the "EQC Indemnifying Parties") shall be liable only for the proven direct and immediate damage caused by the EQC Indemnifying Party's wilful misconduct in connection with the performance of an order and then, only if EQC has received written notice thereof not later than six (6) months after the date of the customer's knowledge of the relevant claim (unless any longer period is prescribed under applicable law and cannot be contractually limited), and (b) in all cases (whether arising under contract, tort, negligence, strict liability, through indemnification or otherwise), the EQC Indemnifying Parties' liability per claim or series of related claims, and the customer's exclusive remedy, with respect to EQC's services which fall under these Terms and Conditions, shall be limited to the lesser of: (i) the direct and immediate loss or damage caused by the EQC Indemnifying Party's wilful misconduct in connection with the performance of the order and (ii) ten times the amount EQC actually received from the customer in relation to the order up to fifteen thousand dollars (\$15,000).

9.2 The EQC Indemnifying Parties shall not be liable for any indirect, direct or consequential loss or damage (including, but not limited to, loss of business, profits, goodwill, business opportunities or similar) incurred by the customer or by any third party.

9.3 It is a condition of EQC's acceptance of an order that the customer indemnifies the EQC Indemnifying Parties for any losses, injuries, claims and costs which the EQC Indemnifying Parties may suffer as a result of arising from or in any way connected with its role under or services or products or software provided pursuant to these Terms and Conditions, except to the extent that the EQC Indemnifying Parties are required to bear them according to these Terms and Conditions, and by placing an order the customer agrees to provide that indemnification.

#### **10. Repeated Analysis**

Objections to test results can be made within thirty (30) days after the customer receives the results. However, unless it would appear that

the results of the repeated analysis do not match those of the first one, the customer shall bear the costs of the repeat testing or review. Furthermore, a repeated analysis will be possible only if EQC has a sufficient amount of the original sample on hand when it receives the customer's objection. Otherwise the customer will be required to pay all costs, including sampling, transportation, analytical and disposal costs for the repeat analysis.

#### **11. Force Majeure**

EQC cannot be held liable for delays, errors, damages or other problems caused by events or circumstances which are unforeseen or beyond EQC's reasonable control, or which result from compliance with governmental requests, laws and regulations.

#### **12. Confidentiality & Processing of Customer Data**

12.1 EQC shall be entitled to save and process personal or commercial data received from the customer in any way, no matter whether such data stem from the customer directly or from a third party and shall use commercially reasonable efforts to keep such data confidential, in compliance with applicable law.

12.2 EQC shall use commercially reasonable efforts to keep all analysis results and service reports confidential, subject to EQC's rights set forth in clause 7.2 and the right to use them in order to demonstrate its entitlement to payment for services rendered.

12.3 Analysis results are prepared and supplied exclusively for the use of the customer and should not be divulged to a third party for any purposes without the prior written agreement of EQC. In addition, the customer is required to maintain secrecy concerning all services provided by EQC and their results as well as the composition of products and software delivered by EQC. Analysis results are not to be publicly disclosed or exploited without the prior written consent of EQC. Even if such written consent is given by EQC, the customer (a) remains responsible for any consequences due to the divulgence of such results to a third party and any reliance of such third party on

such results and (b) hereby agrees to indemnify the EQC Indemnified Parties against any liability which the EQC Indemnified Parties may incur as a result of such divulgence or any such third party reliance.

#### **13. Disclaimer and Miscellaneous**

13.1 ALL TERMS, CONDITIONS AND WARRANTIES (INCLUDING ANY IMPLIED WARRANTY AS TO MERCHANTABILITY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) AS TO THE MANNER, QUALITY AND TIMING OF THE TESTING SERVICE AND RESULTS, EQUIPMENT, PRODUCTS OR SOFTWARE SUPPLIED BY EQC ARE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF EQC CONTAINED IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE.

13.2 These Terms and Conditions may be modified in writing from time to time by EQC and orders will be governed by the most recent version of these Terms and Conditions that is in effect at the time EQC accepts the order.

13.3 Should a court waive, limit or hold to be invalid, illegal or unenforceable any part of these Terms and Conditions, all other parts shall still apply to the greatest extent possible.

13.4 Failure by either EQC or the customer to exercise the rights under these Terms and Conditions shall not constitute a waiver or forfeiture of such rights.

#### **14. Governing Law/ Jurisdiction**

14.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws and the commercial courts of the state of Delaware in which the registered office of the EQC company which accepted the order in question is located (including in cases involving multiple counsels for the defence or third-party respondents), which shall have exclusive jurisdiction.



101 Parkview Drive Ext. Kittanning, PA 16201

PH:724-543-3011 Fax: 724-543-6768

www.cwmenvironmental.com

### CWM Environmental Quotation

For: **East Stroudsburg Area School District**  
**50 Vine St**  
**East Stroudsburg, PA 18301**

Effective: 01/23/2019  
Expires: 01/23/2020

Project: Lead Testing  
Manager: Scott Ihle

### Pricing Summary

Analysis	Method	Qty	TAT (days)	Unit Price	Extended Price
<b>DW</b>					
<b>Metals</b>					
Pb GFAA	SM 3113 B	179	10	\$22.00	\$3,938.00
<b>Additional Items</b>					
Per Diem		1		\$140.00	\$140.00
Overnight Stay		1		\$150.00	\$150.00
Collection Fee Hourly		32		\$65.00	\$2,080.00
<b>Comments:</b>				<b>Bid Total:</b>	<b>\$6,308.00</b>



101 Parkview Drive Ext. Kittanning, PA 16201

PH:724-543-3011 Fax: 724-543-6768

www.cwmenvironmental.com

### CWM Environmental Quotation

For: East Stroudsburg Area School District  
Project: Lead Testing  
Manager: Scott Ihle

Attest CWM Environmental, Inc.  
x \_\_\_\_\_ By x \_\_\_\_\_  
Tanya L Hooks, President  
x \_\_\_\_\_ By x \_\_\_\_\_ Date \_\_\_\_\_

#### 3.0 TERMS AND CONDITIONS

These TERMS AND CONDITIONS are made part of an agreement between CWM Environmental Inc, (CWM), having its principle place of business at 101 Parkview Drive Ext, Kittanning, PA 16201 and the CLIENT identified above.

The CLIENT wishes to retain CWM for the purpose of providing services as defined in the attached Proposal or other similar document (hereafter Proposal) and the CLIENT agrees that the work shall be performed in accordance with the following:

**Payment & Fees.** Terms of payment under this Agreement shall be net thirty (30) days from the date of the invoice. Payments due and not received by CWM in accordance with the terms of this Agreement are subject to and may be assessed interest charges equal to one and one half (1.50%) percent per month of the unpaid balance. CWM shall have the right to adjust the monthly service fee annually by an amount no greater than 5% and shall not adjust the fee more than once in any twelve month period. CWM reserves the right to add monthly supplemental fuel adjustment fees to offset inflationary fuel costs at any time during the course of the contract period.

**Initial Term, Termination and Renewal:** The initial term for this agreement is for one (1) year beginning with a date that is mutually agreed upon by both parties. CWM reserves the right to terminate this contract effective immediately for non-payment of fees by giving Client thirty (30) days written notification of termination.

**Force Majeure.** Neither party shall be liable to the other for failure to perform its part of this Agreement when such failure is due to explosion, storm, fire, theft, vandalism, flood, strike, labor dispute, war, terrorism, riot, civil disorder, court order or Act of God or any other cause beyond the reasonable control of the non-performing party.

**Independent Contractor.** CWM and its employees and representatives shall at all times be independent contractors and not employees of Client.

#### Hiring Restrictions.

a. **Restriction.** Client agrees that it shall not directly or indirectly employ, hire, solicit or subcontract with any employee or former employee of CWM during the term of this Agreement or within one (1) year after termination of the Agreement. Client further agrees that it will not directly or indirectly solicit, or induce or attempt to induce, any employee, former employee, or independent contractor of CWM's to terminate or alter the employee's or independent contractor's relationship with CWM.

b. **Enforcement.** Client agrees that a breach of the restriction set forth in subparagraph (a) above would cause serious and irreparable harm to CWM, that the exact amount of monetary damage to the CWM would be difficult to ascertain, and that remedies at law would not alone be adequate to protect CWM's interests. In the event of such a breach, CWM shall, in addition to remedies at law, be entitled to (i) equitable remedies, including injunctive relief, without showing or proving actual damages, (ii) liquidated damages in an amount equal to the equivalent of the annual salary of the employee(s) at issue, and (iii) attorneys fees and costs as provided hereinafter.

**Attorneys Fees.** In the event CWM undertakes any effort to (a) obtain payment from Client on any past-due amounts owed under this Agreement, or (b) enforce the hiring restrictions set forth hereinabove, Client shall pay CWM's expenses, including, but not limited to, reasonable attorneys fees and costs, related to such efforts, whether or not suit is filed or judgment is entered. The term "attorneys fees" shall include all legal fees incurred whether for attorneys, paralegals, legal assistants or law clerks.



## CWM Environmental Quotation

For: **East Stroudsburg Area School District**  
Project: **Lead Testing**  
Manager: **Scott Ihle**

**Indemnity.** Client agrees to indemnify and hold harmless CWM, and its owners, officers, employees and contractors, of and from any and all liability, claims, causes of action, losses, damages, judgments, costs, expenses, and/or assessments, arising out of Client's (a) violation of any local, state or federal law or regulation, (b) negligent act, or (c) failure to supply CWM with correct and/or sufficient information pertaining to the facilities or properties served under this Agreement.

**Assignment.** This Agreement may not be assigned nor may any of the rights or obligations of either party under the terms of this Agreement be assigned, subcontracted or transferred without the written consent of the other party. Any such assignment, subcontract or transfer shall be null and void. Notwithstanding the foregoing, either party may as part of the sale of all or substantially all of its assets to another entity, or as part of a merger, consolidation or other corporate reorganization, assign or transfer such party's rights and obligations under this Agreement.

**Miscellaneous.**

**a. Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Armstrong County shall have exclusive jurisdiction and venue with respect to any disputes arising under this Agreement.

**b. Integration.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written, and any and all contemporaneous oral, understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof.

**c. Modification.** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

**d. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**e. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**Indemnity.** Client agrees to indemnify and hold harmless CWM, and its owners, officers, employees and contractors, of and from any and all liability, claims, causes of action, losses, damages, judgments, costs, expenses, and/or assessments, arising out of Client's (a) violation of any local, state or federal law or regulation, (b) negligent act, or (c) failure to supply CWM with correct and/or sufficient information pertaining to the facilities or properties served under this Agreement.

**Assignment.** This Agreement may not be assigned nor may any of the rights or obligations of either party under the terms of this Agreement be assigned, subcontracted or transferred without the written consent of the other party. Any such assignment, subcontract or transfer shall be null and void. Notwithstanding the foregoing, either party may as part of the sale of all or substantially all of its assets to another entity, or as part of a merger, consolidation or other corporate reorganization, assign or transfer such party's rights and obligations under this Agreement.

**Miscellaneous.**

**a. Jurisdiction and Venue.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and the Court of Common Pleas of Armstrong County shall have exclusive jurisdiction and venue with respect to any disputes arising under this Agreement.

**b. Integration.** This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior oral or written, and any and all contemporaneous oral, understandings, negotiations or communications made on behalf of such parties with respect to the subject matter hereof.

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**e. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.



# ARM Group Inc.

Engineers and Scientists

October 19, 2018

Rebecca Lopez  
Secretary, Director of Facilities  
East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, Pennsylvania 18301

Re: Water Sampling/Testing Proposal  
East Stroudsburg Area School District  
16 Buildings – Lead in Drinking Water  
East Stroudsburg, Pennsylvania 18301  
ARM Proposal No.: P180895

Dear Ms. Rebecca Lopez

At the request of the East Stroudsburg Area School District (ESASD), ARM Group Inc. (ARM) has prepared this proposal and cost estimate to conduct the annual Lead in Water Sampling and Analysis event in select school facilities owned and operated by the ESASD.

## PROPOSED SCOPE OF WORK

### Preparation

To confirm the presence or absence of lead in drinking water and to determine if any Points of Use (POU) exhibit concentrations of lead above the United States Environmental Protection Agency's (EPAs) Action Limit (AL) for Lead (0.015 mg/L), ARM will collect approximately 179 water samples from sources located within 16 buildings as determined by the ESASD. The approximate number of proposed water samples to be collected at each facility is as follows:

Facility	Approximate # of Water Samples
Bushkill Elementary	10
East Stroudsburg Elementary	20
J.M. Hill Elementary	10
Middle Smithfield Elementary	20
Resica Elementary	20
Smithfield Elementary	10
Maintenance Shop	5
JTL Intermediate	20



High School North/Lehman Intermediate	20
High School South/Administration Center	20
North Bus Garage	5
JTL Bus Garage	5
South Stadium	5
North Concession Stand	2
North Sewer Plant	2
TLC Building	5
<b>TOTAL</b>	<b>179</b>

Water samples will be collected from various potable POU's throughout each building and could include water fountains, kitchen sinks, lavatory sinks, and shower heads. Once blueprints of each facility are obtained from ESASD, ARM can prepare a sampling plan using a strategic sampling approach to provide adequate coverage for each building, target high-risk POUs, and to sample the POUs closest to the respective building's incoming water supply first.

### **Sample Collection**

The EPA recommends two water samples, *first draw* and *flush*, to be collected from each fixture warranting sampling. The *first draw* samples are the water that is first to flow out of the tap following a period of inactivity (at least 8 hours). This first draw sample will identify if there is lead in the fixture. In addition to the first draw sample, the EPA recommends the collection of a *flush* sample to evaluate if lead is present in the interior plumbing. The flush sample will be collected after the first draw sample and will be analyzed for lead depending on the result of the first draw sample. This sampling approach and the EPA recommendations are referenced from the attached EPA guidance 815-F-18-022 dated October 2018 and titled *Module 5: Conducting Sampling and Interpreting Results*.

The flush sample will be held, but not analyzed, by the laboratory until the first draw sample data is received and reviewed by ARM. The first draw data will be presented to ESASD with recommendations, if any, to further analyze specific flush samples. Collecting these two types of samples at this time will provide additional lead data and provide a cost savings by eliminating a return to complete another mobilization (if needed) for collecting a follow-up flush sample during an additional water sampling event.

ARM will provide experienced sampling technicians to collect the water samples from designated POUs located within the 16 ESASD facilities. The schedule will be dependent on the day(s) ESASD can provide access to the buildings for sampling.

Since the water sampling event will occur during the school year, ARM will coordinate with the ESASD to minimize any potential for disruption by scheduling the sampling event during a time of non-classroom activity. Also, some of the buildings scheduled to be sampled may not be closed; therefore, these buildings will be prioritized to be sampled first.



ARM will coordinate the lead analysis through Pace Analytical Laboratory located in Pittsburgh, Pennsylvania, including obtaining the appropriate sample containers and submission of samples on ice with an accompanied Chain of Custody form.

### **Reporting**

Following the sampling event and upon receipt of analytical results, ARM will prepare a letter report that will include the sample collection procedures implemented during water sampling activities, analytical data generated during the event presented in a tabular format, interpretation of the analytical results, and recommendations to the ESASD should further sampling and analysis be warranted.

### **COST & ASSUMPTIONS**

The costs to perform the activities as described above are presented in the table below. Based on the amount of water samples proposed for collection, ARM expects that water sampling activities can be completed in one business day with three technicians. All services presented in this proposal will be conducted on a time and materials basis and will be provided in accordance with ARM's Standard Terms and Conditions, which is attached to this proposal.

<b>Task</b>	<b>Unit Price</b>
Task 1 – Preparation	\$1,335
Task 2 – Sampling / Field Work	\$1,905
Task 3 – Reporting	\$2,265
Travel & Expenses	\$1,285
Laboratory Fees – First Draw Water Samples	\$3,112
<b>Total Price:</b>	<b>\$9,902</b>

Analytical laboratory costs associated with this work scope are included as part of this proposal; however, ARM only included the costs to analyze the first draw samples and did not include any costs to analyze any additional flush samples. The laboratory costs to analyze the first draw samples and to hold & dispose of any flush samples for this annual sampling event is \$3,112. Depending on the data of the first draw sample, the flush samples will be analyzed for lead at a rate of \$16 per sample.

Any follow-on work or other work not described herein will be completed at the ESASD's request on a time and expense basis, as per ARM's Consulting Services Rate Schedule, which is also attached to this proposal.






**SUMMARY**

We appreciate the opportunity to submit this proposal and cost estimate to you. We look forward to your favorable review and to the successful completion of this project. To signify your acceptance of this proposal, please forward a signed copy of this letter to my attention via email. If you have any questions or require any further information, please feel free to contact the undersigned at your convenience.

Respectfully submitted,  
ARM Group Inc.



Nick Kurtz  
Project Scientist

**Attachments:**

EPA Guidance 815-F-18-022 – Module 5: Conducting Sampling and Interpreting Results  
ARM Standard Terms and Conditions

**Accepted by:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name & Title**

\_\_\_\_\_  
**Date**



Module 5: Conducting Sampling and Interpreting Results  
**2-Step Sampling at the Tap**

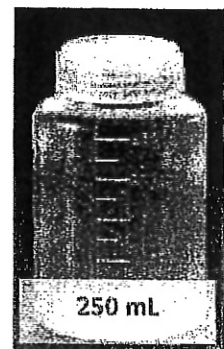


*Communication Plan: Don't forget to communicate your plans to test your facility, and to prepare for communicating results. Results should be shared regardless of the lead level detected.*

### 2-Step Sampling at the Tap

EPA recommends that schools and child care facilities conduct a 2-step sampling procedure to identify if there is lead in the outlet (e.g., faucet, fixture, or water fountain) or behind the wall (e.g., in the interior plumbing). These samples should be taken after an 8 to 18-hour stagnation period.

Please note that this section contains recommendations that are generalized for typical plumbing configurations. The Detailed Fixture Evaluation contains details on types of fixtures and targeted sampling.



#### STEP 1 250-mL First Draw Sample

Take a 250mL first draw sample at all taps used for consumption to identify potential lead in the fixture.

#### STEP 2 250-mL Flush Sample

If the result of Step 1 is high, take a 30-second flush sample to identify lead in the plumbing behind the fixture.

These samples can be taken in the same sampling event, which can reduce cost, and provide you with more information on lead levels. If not taking these samples at the same time, and elevated lead levels have been found in Step 1, the water should not be consumed while preparing to take the follow-up flush sample. More information on immediate steps is in Module 6.

#### Helpful Tip...

For further potential cost savings, you or the lab can collect, preserve, and hold (but not analyze) the second sample at the same time the first sample is collected, then analyze only selected Step 2 samples based on review of the Step 1 results. Most commercial labs will "Hold" samples until the client advises to dispose (at nominal cost) or analyze those samples.

## 3Ts: TRAINING, TESTING, TAKING ACTION

## TESTING

### Step 1: Initial First Draw Samples

Take first draw samples from fixtures throughout the building that are used for human consumption. EPA strongly recommends that you collect these samples from all outlets used for drinking or cooking, prioritizing the high-risk outlets (i.e., fixtures that are known to or potentially contain lead and fixtures that are used most frequently). The plumbing profile will help pinpoint those high-risk fixtures and to prioritize sample collection.

**Important:** schools and child care facilities should not use sample results from one outlet to characterize potential lead exposure from all other outlets in their facility. This approach could miss localized lead problems that would not be identified.

The first draw sample identified in Step 1 is representative of the water that may be consumed at the beginning of the day or after infrequent use. This protocol maximizes the likelihood that the highest concentrations of lead will be found because the first 250-mL sample is collected after overnight stagnation (the water sat in the pipes for at least 8 hours).

Procedures for initial outlet samples are shown below:

- All samples should be collected before the facility opens and before the fixtures have been used (EPA recommends an 8 to 18-hour stagnation period).
- One 250-mL sample should be taken at each fixture. Note this is a first-draw sample. Therefore, collect the sample immediately after opening the faucet or valve.
- Compare all sample results to prioritize follow-up sampling and remediation. Outlets with elevated lead levels should not be made available for consumption.



#### 250-mL First Draw Sample

Take a 250mL first draw sample at all taps used for consumption to identify potential lead in the fixture.

## High Results Due to Particulate Lead

If initial first draw sampling results reveal high lead levels in the 250-mL sample for a given outlet, a contributing source of the elevated lead levels could be the debris in the aerator or screen of the outlet. By cleaning the aerator or screen and retesting the water following the initial first draw sampling procedures, you can identify whether or not the debris is contributing to elevated lead levels.

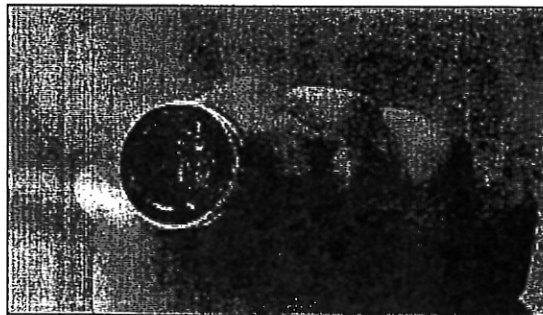
Determining aerator/screen debris contribution:

**Scenario 1:** The initial sample result is 19 ppb; you decide to see if the aerator is contributing to lead in the water. After cleaning out the aerator, you take another first-draw sample. The results come back less than or close to the detection level (e.g., 1 ppb). This result indicates that the debris in the aerator was likely contributing to elevated levels in the fixture. Continue to clean the aerator on a regular basis; continued use of the outlet should be acceptable. However, please note that without regular maintenance, this outlet may serve water with elevated lead levels.

**Scenario 2:** The initial sample result is 22 ppb; you decide to see if the aerator is contributing to lead in the water. After cleaning out the aerator, you take another first-draw sample. The second sample result is very close or equivalent to the 22-ppb sample. Since the initial sample and post-cleaning first-draw sample results are similar, the problem is likely not the aerator.

**Scenario 3:** The initial first draw sample result is 60 ppb; you decide to see if the aerator is contributing to lead in the water. After cleaning the aerator, you take another first-draw sample. The post-cleaning sample result is 25 ppb. Although the results are lower, they are still high; this indicates that the aerator is likely a contributing source and that the outlet itself and/or the plumbing upstream of the aerator are contributing as well. If this situation occurs, the school should take this fixture offline, and continue with 2-step sampling, or consider the Detailed Fixture Evaluation in Appendix D to target the additional contributing sources.

\* When taking a second first-draw sample, please remember to follow the same sampling procedure as the initial first-draw sample. Ensure that fixtures and outlets have been out of use for 8-18 hours, sampling before students arrive at the facility.



Picture of an aerator with particulate



## Step 2: Follow-Up Flush Samples

If initial test results reveal elevated lead, follow-up flush testing described in Step 2 is recommended to determine if the lead contamination results are from the fixture or from interior plumbing components. Follow-up flush samples generally involve the collection of water from an outlet where the water has run for 30 seconds.

The purpose of Step 2 is to pinpoint where lead is getting into drinking water (i.e., fixtures versus interior plumbing) so that appropriate corrective measures can be taken.

Procedures for initial outlet samples are shown below:

- As with initial first draw samples, follow-up flush samples are to be taken before a facility opens and before any water is used. For best results, flush samples from different outlets that are in close proximity should be collected on different days. For drinking fountains or other fixtures that are manifolded closely together, a single flush sample may be representative of the shared interior plumbing.
- The sampler should be careful to maintain a consistent rate of flow when collecting flush samples.
- Open up the tap and let the water run for 30 seconds. Then, take a 250mL sample. Make sure to label this sample bottle as the flush sample.

### 250-mL Flush Sample

If the result of Step 1 is high, take a 30-second flush sample to identify lead in the plumbing behind the fixture.

## 3Ts: TRAINING, TESTING, TAKING ACTION

## TESTING

### Sampling Dos and Don'ts

#### Do:

- Follow the instructions provided by the laboratory for handling sample containers to ensure accurate results.
- Assign a unique sample identification number to each sample collected. Use a coding scheme to help differentiate samples, and don't forget to label each sample bottle.
- Collect all water samples before the facility opens and before any water is used. The water should sit in the pipes unused for at least 8 hours but not more than 18 hours before a sample is taken.
- Learn how water flows in your facility. If there are multiple floors, it is typically recommended to sample from the bottom floor and continue up. Start sampling closest to the main and work away.

#### Don't:

- Remove aerators prior to sampling. Potential sources of lead may be missed if aerators are removed, since debris could be contributing to the lead in drinking water if particles containing lead are trapped behind aerator screens.
- Flush water prior to sampling, unless instructed to do so. Flushing can be a tool to improve water quality, especially after long holidays or weekends. However, flushing prior to sampling may cause results showing lower than representative lead levels in the water. See [Flushing Best Practices Factsheet](#) for more information.
- Close the shut-off valves to prevent their use prior to sample collection. Minute amounts of scrapings from the valves can produce results showing higher than representative lead levels in the water.

Don't forget to maintain a record!

Recording sample information is critical to tracking and managing water quality year-over-year.





**ARM GROUP INC.  
STANDARD TERMS AND CONDITIONS**

**1.0 GENERAL**

ARM Group Inc. (ARM) agrees to perform for Client, and Client alone, the services set forth in the Proposal in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of work accomplished, at the time the services are performed. ARM's services shall not be subject to any express or implied warranties whatsoever. Any references to the term services herein shall include Basic Services and authorized Additional Services as defined herein. The Proposal to which these Standard Terms and Conditions apply is valid for 30 days from the date of the Proposal. Beyond that date ARM may elect to extend the time period for providing its services as described in the Proposal as initially written; extend the Proposal with modifications; or nullify the Proposal. In the case of services provided under a single Proposal, but provided over a period of time extended beyond that contemplated in the Proposal, ARM shall be entitled to renegotiate its fee to cover any increased costs or changed conditions associated with the subject time period extension.

**2.0 SCOPE OF ARM SERVICES**

**2.1 Basic Services.**

The Basic Services shall consist of those specific services or tasks as described or enumerated in the Proposal.

**2.2 Uncertainty of Subsurface Conditions; Changing Conditions Over Time.**

Because subsurface conditions are inherently random, variable, and often indeterminate in nature, the professional services rendered by ARM, and opinions provided with respect to such conditions, including the presence or absence of potentially hazardous substances, being performed by ARM in accord with the Proposal (including opinions regarding potential future costs), are not guaranteed to be a representation of actual site conditions or anticipated costs (if such are provided as a service by ARM). In addition, conditions found to exist at the time of ARM's work under the subject Proposal, are subject to change with time as a result of changes that may occur to the subject property or due to the availability of new or additional information.

**2.3 Reliability of Existing, Available Information.**

ARM may provide Client with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions as ARM may reasonably make with the information gathered in accordance with the Proposal. In preparing the Report, ARM may review and interpret certain information provided to it by third parties, including government agencies, registries of deeds, testing laboratories and other entities. Client agrees that ARM, in its sole discretion, may rely upon such information, and Client understands that ARM will not conduct an independent evaluation of the accuracy or completeness of such information, and that ARM shall not be responsible for any errors or omissions contained in such information.

**2.4 Document Use Restrictions.**

Subject to the specific provisions of these Standard Terms and Conditions, and particularly Section 11.0 hereof, any report(s) other related documents including, without limitation, letters, memos, hand-written notes, design drawings, calculations, figures, tables, datasets, and spreadsheets are instruments of service which are prepared for, and made available for the sole use of the Client, and the instruments of service may not be used or relied upon by any other person without the express written consent and authorization of ARM.

**3.0 ADDITIONAL SERVICES OF ARM**

If mutually agreed by the Client and ARM, ARM shall perform Additional Services that are in addition to Basic Services. Additional Services are not included as part of Basic Services and will be paid by the Client at a negotiated rate. Client agrees that Additional Services, either requested by the Client or recommended by ARM, may be authorized by Client on the basis of verbal authorization provided to ARM by Client's authorized representative. Client acknowledges that authorized Additional Services are subject to these Standard Terms and Conditions, as applicable.

**4.0 SERVICES EXCLUDED BY ARM**

Services not expressly set forth in writing within the scope of the Proposal are excluded from the scope of ARM's services, and ARM assumes no duty to the Client to perform such services. The services to be performed by ARM shall not include an analysis or determination by ARM as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations, except in the case where the Client specifically engages ARM via ARM's Proposal to conduct such an analysis or determination. Except where expressly stated in the Proposal, ARM's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, or treating hazardous substances, hazardous materials, hazardous wastes or petroleum products. ARM's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by ARM in connection with



ARM's services provided to the Client. Also, unless specifically described or listed in the Proposal, ARM's services do not include sampling of soils, water, air, or other materials.

## 5.0 RESPONSIBILITIES OF THE CLIENT

### 5.1 Information.

The Client shall provide all information in its possession, custody, or control which relates to the project site(s), its present and prior uses, or to activities at the site which may bear upon the services of ARM as set forth in the Proposal, including, but not limited to, the following:

- (i) a legal description of the site, including boundary lines and a site plan;
- (ii) historical information as to the prior owners of the site;
- (iii) identification of the location of overhead and underground utilities: underground tanks; waste generation, storage or disposal areas; and structures; information to be provided shall also include available plans of the site;
- (iv) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services to be provided by ARM; and
- (v) identification, by name, quantity, location, and date, of any releases or handling of hazardous substances (as defined herein).

### 5.2 Authorized Access to the Project Site/Property.

The Client shall be fully responsible for obtaining the necessary authorizations to allow ARM, its agents, subcontractors and representatives, to have access to the project site and buildings thereon at reasonable times throughout the period of contract performance. ARM will take reasonable precautions to minimize damage to the site from use of equipment, but Client understands that unavoidable damage or alteration of the site may occur and Client agrees to assume responsibility for such unavoidable damage or alteration, including the cost of site restoration, if required.

### 5.3 Underground Utilities.

Client agrees to assume responsibility for personal and property damages due to ARM's inadvertent interference with or damage to subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided by Client to ARM or in the event that the locations of subterranean structures are not known by Client or not communicated to ARM by Client.

### 5.4 Reliance Upon Client-Furnished Services, Information or Data.

The services, information, and other data required by this Section to be furnished by the Client shall be provided at the Client's expense, and ARM may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

## 6.0 PAYMENTS AND INVOICING

ARM will submit invoices for its services to the Client on a monthly basis, and each invoice will cover all sums payable to ARM for services generally provided to Client by ARM and its suppliers and subcontractors for the preceding month. Such invoices shall be in accordance with the scope of services presented within the Proposal and as accepted by the Client. Unit rates and prices for such services shall be invoiced in accord with specific provisions of the Proposal or as otherwise shown on ARM's currently-in-effect Consulting Rate Schedule which is ordinarily attached to each of ARM's proposals. Terms for payment are net: 30 days, and each ARM invoice will specify the due date, accordingly. In authorizing ARM to perform services, Client explicitly agrees to accept and honor these payment terms. Invoices aging past 30 days are subject to a late payment finance charge of 1.5% per month, 18% per annum (simple interest), and such finance charges shall automatically be incurred by Client and shall be due to ARM in the event that the Client fails to honor the specified payment terms. If billings become delinquent, ARM may stop all work until Client's account is brought current, or ARM may withdraw from this engagement. Client acknowledges and agrees that ARM is not required to continue work in the event of Client's failure to pay in accordance with these terms. Client further acknowledges and agrees that, in the event ARM stops work or withdraws from this engagement as a result of Client's failure to pay in accordance with these terms, ARM shall not be liable to the Client for any damages that are incurred as a result of the cessation of work and that Client remains liable for billings up to the date of cessation of services. In the event that ARM incurs costs of collection of overdue accounts, Client also agrees to bear the full collection expense incurred by ARM. Applicable collection costs or expenses shall include and not be limited to attorney fees, court and magistrate costs, postage and express mail services, fees charged by duly authorized collection agencies, and other related costs.

## 7.0 LIMITATION OF RESPONSIBILITY

### 7.1 Limitation of Liability.

CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ARM'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER

A R M G r o u p I n c .





ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO ARM'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED GREATER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR \$50,000, WHICHEVER IS GREATER.

- i) **Limitation of Liability for Services Provided in Karst Regions:** ARM neither states nor implies that sufficient site and/or subsurface characterization activities have been conducted to avoid all risks associated with the project including, but not limited to: sinkhole development and repair, and associated costs, delays, and other effects to the project; rock removal and associated costs, delays, and other effects to the project; and/or unknown conditions and conditions not expressly described in any work product of ARM. Client must recognize and accept the potential for sinkhole or related feature development at the subject site. The risks and associated costs for addressing sinkhole-related activity lie solely with the project owner, developer, and/or construction contractor, as applicable. ARM accepts no liability whatsoever for sinkhole-related activity and costs arising therefrom, regardless of the services conducted by ARM. ARM's investigation activities and recommendations are intended to help reduce the risk and magnitude of sinkhole-related activity in association with the subject project and any associated response costs, but no guarantee or warranty against sinkhole development and/or related issues, either express or implied, is made by ARM.
- ii) **Geophysical Services:** By their inherent capabilities and limitations, geophysical surveys are not 100-percent accurate, nor can they completely define subsurface conditions. ARM will not accept responsibility for inherent technique limitations, survey limitations, potentially foreseen or unforeseen site-specific conditions, or alleged operator error. Client, Owner, and all persons in any way using or relying on the information collected from this survey will accept all liability for the use, reliance, and actions taken based on the information collected in the survey and contained in the report, and shall hold ARM harmless for any and all damages allegedly resulting from or actually resulting from the information collected from the geophysical services/survey.

#### 7.2 No Special or Consequential Damages.

In no event shall either Client or ARM be liable for special, indirect, or consequential damages whatsoever, including, without limitation, loss of use or loss of profits, incurred by one another or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or unprofessional, of either of them or their employees or associates.

#### 7.3 Indemnification.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold ARM, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to: a) services performed by ARM for Client; b) reports, letters, recommendations, designs, illustrations and calculations prepared for Client by ARM; c) ARM's presence on the Client's property or project site(s); or, d) the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the Client's property or project site(s); except that Client shall not indemnify ARM against liability for damages to the extent caused by the negligence or misconduct of ARM, its agents, subcontractors, or employees.

#### 7.4 Limitation on Construction-Related Testing and Inspections.

ARM will perform construction-related testing and inspections in accordance with a normal standard of care, but assumes no liability for any damages alleged to arise from ARM's failure to identify, disclose or otherwise recognize work performed by others that does not conform to the applicable construction documents or specifications.

### 8.0 DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between ARM and Client arising out of or in any way related to the Proposal will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under the Proposal and that dispute requires litigation as provided above, then: (a) Client assents to personal jurisdiction in the State of ARM's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where ARM's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.



### 9.0 DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that the Basic Services shall immediately become subject to renegotiation or termination.

In the event that the services are terminated because of the discovery of pollutants posing unanticipated risks, Client agrees that ARM shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of the services, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing and in effecting such termination.

Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for ARM to take immediate measures to protect the health and safety of ARM personnel and others, as appropriate. ARM agrees to notify Client as soon as practically possible should unanticipated hazards or hazardous substances or suspected hazards or hazardous substances be encountered. Client authorizes ARM to take measures that in ARM's sole judgment are justified to safeguard ARM's personnel and others, including the general public. Client agrees to compensate ARM for the additional cost associated with such authorized additional steps and measures, pursuant to the provisions of ARM's Consulting Rate Schedule that is then in effect.

### 10.0 DISPOSITION OF SAMPLES AND EQUIPMENT

#### 10.1 Disposition of Unpolluted Samples.

No samples of unpolluted soil and rock will be kept by ARM unless agreed otherwise.

#### 10.2 Hazardous or Potentially Hazardous Samples and Materials.

In the event that samples and/or materials contain or are suspected to contain substances or constituents that are hazardous or otherwise detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, ARM will, after completion of testing (1) return such samples and materials to Client, or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that ARM is acting as an agent of Client and at no time assumes title to said waste.

#### 10.3 Contaminated Equipment.

All laboratory and field equipment contaminated in performing Basic or Additional Services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

### 11.0 REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, and other documents resulting from ARM's efforts are intended solely for purposes of the services described by the Proposal; any reuse or changes by Client or others for purposes outside of those described by the Proposal or any failure to follow ARM's recommendations, without ARM's written permission, shall be at the Client's and/or the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by ARM for proper performance of its services. ARM may rely upon Client-provided documents in performing the services described by the Proposal; however, ARM assumes no responsibility or liability for the accuracy of such documents. Client-provided documents will remain property of Client.

All reports, field notes, calculations, estimates, data, spreadsheets, designs, and other documents which ARM prepares are instruments of service, and ARM shall be deemed the author and owner of such instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client's acceptance of ARM's Proposal, ARM grants to Client a non-exclusive license to use these instruments of service in accordance with the provisions of this Section (Section 11.0) conditioned upon Client's full payment of the applicable invoice(s) relating to such instruments of service. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ARM. Any termination of the services offered by ARM in its Proposal prior to completion of the authorized services, or any failure of Client to make full payment of the applicable invoice(s) relating to such services shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of ARM's instruments of service and shall return to ARM within seven days of termination all originals and reproductions of ARM's instruments of service in the Client's possession or control.

ARM will retain all pertinent records relating to services performed for a period of three (3) years following completion of the services described by the Proposal, during which period the records will be made available to Client for review or duplication, at all reasonable times, and at Client's sole expense.



ARM reserves the right to use general descriptive information pertaining to the project and to the services provided by ARM in relation thereto, including images and plans generated by ARM during the course of providing the services described under the Proposal, for business development or marketing purposes. Images or plans prepared by or provided by others will not be used for such purposes without the written permission of the applicable parties.

#### **12.0 TERMINATION**

The services offered by the Proposal and accepted by the Client may be terminated by either party by giving seven (7) days written notice to the other party. If this Agreement is terminated, it is agreed that ARM shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges.

#### **13.0 FORCE MAJEURE**

ARM shall not be liable to the Client for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of ARM.

#### **14.0 SEVERABILITY AND SURVIVAL**

Any element of these terms and conditions later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and ARM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All of these terms and conditions which allocate liability between Client and ARM shall survive the completion of the services hereunder and the termination of services.

#### **15.0 ENTIRE AGREEMENT**

The terms and conditions set forth herein constitute the entire understanding and agreement of Client and ARM with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should Client utilize its purchase order or any other form to procure services, Client acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall ARM be bound to any term and conditions on such purchase order or other form, regardless of reference to or signature upon such purchase order or other form by ARM. Client shall reference this Agreement on any purchase order or other form it may issue to procure ARM services, but Client's failure to do so shall not operate to modify this Agreement.



## Annual Lead Water Testing

**Bushkill Elementary -10 samples**

131 North School Drive  
Dingmans Ferry PA 18328

**East Stroudsburg Elementary - 20 samples**

93 Independence Road  
East Stroudsburg, PA 18301

**J.M. Hill Elementary- 10 samples**

151 East Broad Street  
East Stroudsburg, PA 18301

**Middle Smithfield Elementary - 20 samples**

5180 Milford Road  
East Stroudsburg, PA 18302

**Resica Elementary - 20 samples**

1 Gravel Ridge Road  
East Stroudsburg, PA 18302

**Smithfield Elementary - 10 samples**

245 River Road  
East Stroudsburg, PA 18301

**Maintenance Shop - 5 samples**

135 Walnut Street  
East Stroudsburg PA 18301

**JTL Intermediate - 20 samples**

2000 Milford Road  
East Stroudsburg, PA 18301

**High School North/Lehman Intermediate- 20 samples**

279 Timberwolf Drive  
Dingmans Ferry, PA 18328

**High School South/Administration Center - 20 samples**

279 North Courtland Street  
East Stroudsburg, PA 18301

**North Bus Garage - 5 samples**

279 Timberwolf Drive  
Dingmans Ferry, PA 18328

**JTL Bus Garage - 5 samples**

2000 Milford Road  
East Stroudsburg, PA 18301

**South Stadium - 5 samples**

200 Elizabeth Street  
East Stroudsburg PA 18301

**North Concession Stand - 2 samples**

279 Timberwolf Drive  
Dingmans Ferry, PA 18328

**North Sewer Plant - 2 samples**

279 Timberwolf Drive  
Dingmans Ferry, PA 18328

**TLC Building - 5 samples**

2000 Milford Road  
East Stroudsburg PA 18301

Attachment VII.C.1

1. HSN - HOT WATER HEATER
2. HSN - HVAC CONTROLS
3. RESICA ROOF AND GUTTER REPLACEMENT
3. HSN/LEHMAN - ROOF REPLACEMENT
3. HSN/LEHMAN CAMERAS
4. HSS & JTL - STAGE FLOORS
5. HSN/ BUSHKILL - LED LIGHTING BUS GARAGE
6. LEHMAN - CARPET REPLACEMENT
7. HSS - STADIUM RIFLE RANGE A.C.
8. HSS - POOL REGROUTING

5 YR CAPITAL PLAN UPDATED 02/01/2019

VII. D.

CAPITAL PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	TOTAL
HSN/LIS Roofing *	\$4,000,000	\$4,000,000				\$8,000,000
ATC Replacement HSN/LIS *		\$1,437,500	\$1,437,500			\$2,875,000
HSS Stadium Turf Replacement			\$400,000			\$400,000
Lehman Entrance #9 Door Replacement (C)		\$21,350.00				\$21,350
(Telecenter U) P.A. System Upgrades	\$35,000 (JTL) (c)	\$25,000 (MSE) *	\$25,000 (BES) *	\$25,000 (RES)		\$110,000
HSS Roof Repairs		\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
JTL Stage Floor Replacement *	\$45,432					\$45,432
Resica Shingle Roof Replacement&Flat Rubber Roof *		\$1,000,000				\$1,000,000
Resica Gutters & Downspouts *		\$30,000				\$30,000
MSE Roof Repairs	\$24,000					\$24,000
JM Hill Sidewalk Replacement *		\$55,000				\$55,000
Camera System Upgrades(North Campus)		\$637,801				\$637,801
Camera System Upgrades(South Campus)		\$520,136				\$520,136
Resica Paving Mill/Overlay Repairs				\$192,500	\$192,500	\$385,000
JTL Auditorium		\$225,000				\$225,000
HSS Field House Repairs/Upgrades		\$58,680	\$1,853,495			\$1,853,495
HSS Stage Floor Replacement *			\$39,000			\$58,680
JTL Replace Exterior Dust Collector						\$39,000
JM Hill Lighting Upgrade		\$140,000				\$140,000
North Campus Paving		\$839,701	\$839,701	\$839,701	\$839,701	\$3,358,804
JTL New Scoreboards (2) Football/Baseball POSTPONED 8/2/18 @ P&F	\$40,000					\$40,000
JTL Re-Grade Entrance to T.L.C. Building Due To Pounding Water	\$15,600					\$15,600
JTL New Cinder Track & Curb			\$78,000			\$78,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller				\$1,000,000		\$1,000,000
JM Hill Playground *		\$30,000				\$30,000
HSS Gymnasium Lighting Upgrades					\$68,250	\$68,250
JTL Classroom Partition Wall Repairs			\$20,000			\$20,000
Smithfield Lighting Upgrades						
Cafeteria/Gym/Auditorium/Lobby/Library					\$93,200	\$93,200
MSE Lighting Upgrades Lobby/Gym					\$50,000	\$50,000
Smithfield Playground		\$30,000				\$30,000



5 YR CAPITAL PLAN UPDATED 02/01/2019

CAPITAL PROJECT	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	TOTAL
HSS Re-Grout Ceramic Tile Pool Shell		\$39,000				\$39,000
HSS Interior Lighting Upgrades, Classrooms, Hallways, Library, Cafe					\$500,665	\$500,665
JM Hill Replace Gym Fiberboard Ceiling					\$25,000	\$25,000
North/Lehman Lighting Upgrades					\$120,900	\$120,900
<b>Total By Year</b>	\$4,160,032	\$9,114,168	\$4,717,696	\$2,082,201	\$1,915,216	\$21,989,313

Current 5 Yr Allocation \$23,475,162  
 Projects To Be Completed \$21,989,313  
 Balance \$1,485,849

(C) -Completed

# -Board Approved

\*-In Progress

Priority 1

Priority 2

Priority 3

Priority 4

Priority 5