

Vl. A. 1

Lyman & Ash

1612 Latimer Street
 Philadelphia, PA 19103
 (215) 732-7040

Client Invoice

DATE	INVOICE #
11/25/2019	3175

BILL TO
East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301-0298

Case/Matter
Special Construction Counsel

DATE	ATTY/EXP	DESCRIPTION	TIME	RATE	AMOUNT
10/21/2019	CPL	Meeting with Board.	0.67	250.00	167.50
10/21/2019	CPL	Conferences with MSF, MTS.	1	250.00	250.00
10/22/2019	CPL	Tel. conference with Larry Dymond.	0.42	250.00	105.00
10/22/2019	CPL	Conference with MSF.	0.17	250.00	42.50
10/31/2019	CPL	Tel. conferences with MTS, Larry Dymond.	0.17	250.00	42.50
11/6/2019	CPL	Conference with MSF.	0.5	250.00	125.00
11/7/2019	CPL	Tel. conference with Larry Dymond. Research. Conference with MSF.	0.2	250.00	50.00
11/8/2019	CPL	Letter re: Elementary School.	0.5	250.00	125.00
11/11/2019	CPL	Email MTS. Review cases. Total for Cletus P. Lyman, Esq.	0.33	250.00	82.50 990.00
10/21/2019	MSF	Meet with CPL; exchange messages re meeting; Attend executive session meeting and post-meetings.	1.75	250.00	437.50
10/22/2019	MSF	Meet with CPL; legal research damages.	0.5	250.00	125.00
11/6/2019	MSF	Meet with CPL re roof, sprinkler.	0.25	250.00	62.50
11/7/2019	MSF	Meet with CPL; legal research Total for Michael S. Fettner, Esq.	0.25	250.00	62.50 687.50

Total

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10/21/2019	MTS	Conf. with CPL and MSF. Appear for conference with ESASD and Presentation by D'Huy Engineering. Conf. with J. Grice. Conf. with L. Dymond. Review of D'Huy Report. Review of documents.	2.25	250.00	562.50
10/31/2019	MTS	Tel. conf. with CPL re: L. Dymond call, sprinkler issue at Stroud Elementary.	0.17	250.00	42.50
11/7/2019	MTS	Emails with ESASD, CPL and MSF.	0.17	250.00	42.50
11/11/2019	MTS	Emails and tel. conf. with CPL re: Sprinklers System. Email with L. Dymond.	0.5	250.00	125.00
11/12/2019	MTS	Emails with MSF. Emails with ESASD, Review of documents.	0.25	250.00	62.50
		Total for Michael T. Sweeney, Esq.			835.00
				Total	\$2,512.50

Attorneys:

CPL - Cletus P. Lyman, Esq. MSF - Michael S. Fettner, Esq. MTS - Michael T. Sweeney, Esq.
PVT - Pearlote Toussant, Esq., of Counsel MJL - Maura J. Lynch, Esq., of Counsel

Legal Staff:

RDE - R. Dave Eldridge, SRB - Stephen R. Betts
PRA - Peter R. Abrales

Vt.A. 2

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12/20/2019	3178

BILL TO
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Case/Matter
Special Construction Counsel

DATE	ATTY/EXP	DESCRIPTION	TIME	RATE	AMOUNT
11/24/2019	CPL	Research documents ESES.	0.25	250.00	62.50
11/26/2019	CPL	Send letters to Bognet and Skepton. Review file.	0.33	250.00	82.50
12/3/2019	CPL	Conference with MSF.	0.25	250.00	62.50
12/4/2019	CPL	Conference with MSF. Research. (4.5 Hours, No Charge 2.25 Hours.)	2.25	250.00	562.50
12/5/2019	CPL	Review materials and cases. Tel. conference with MTS, MSF. (4 Hours, No Charge 2 Hours.)	2	250.00	500.00
12/6/2019	CPL	Conference with MJL.	2	250.00	500.00
12/6/2019	CPL	Conference with MSF.	0.25	250.00	62.50
12/9/2019	CPL	Conferences with MJL, MSF. (2 Hours, No Charge 1 Hours.)	1	250.00	250.00
		Total for Cletus P. Lyman, Esq.			2,082.50
12/3/2019	MSF	Meet with CPL re roof issues.	0.25	250.00	62.50
12/4/2019	MSF	Meet with CPL; legal research; prepare memo on status of various school matters. (5.5 Hours, No Charge 2.5 Hours.)	2.5	250.00	625.00
12/5/2019	MSF	Meet with CPL; legal research; review documents toward Leeward & pipe issues, contracts. (6.5 Hours, No Charge 3.25 Hours.)	3.25	250.00	812.50
12/6/2019	MSF	Meet with CPL re contracts.	0.25	250.00	62.50
12/9/2019	MSF	Meet with CPL, MJL re contracts, documents.	0.5	250.00	125.00
Total					

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DATE	ATTY/EXP	DESCRIPTION	TIME	RATE	AMOUNT
		Total for Michael S. Fettner, Esq.			1,687.50
11/21/2019	MTS	Review of documents from ESASD re: E. Stroudsburg Elementary School, Atlantic States Iron Pipe Co. - Phillipsburg NJ, Lawsuit between K&B Fire Protection v. Jim Largana Plumbing and ESASD/Arch Ins. Co., CPL Memo, County 9428 civil 2007, Skepton Contract 2/26/07 and Memo to CPL and MSF.	1.25	250.00	312.50
11/23/2019	MTS	Tel. conf. with CPL.	0.17	250.00	42.50
12/4/2019	MTS	Tel. conf. with CPL and MSF.	0.17	250.00	42.50
12/5/2019	MTS	Tel. conf. with CPL re: Underground piping.	0.17	250.00	42.50
12/5/2019	MTS	Tel. conf. with CPL and MSF Re: Leeward.	0.5	250.00	125.00
12/6/2019	MTS	Review of emails re: Underground pipes.	0.5	250.00	125.00
		Total for Michael T. Sweeney, Esq.			690.00
12/6/2019	MJL	Met with CPL. Conferred about assignment and the status of the ESASD matters. Reviewed some file materials and some cases concerning doctrine of Nullum Tempus.	2	250.00	500.00
12/8/2019	MJL	Legal research re Nullum Tempus and Statute of Repose. Checked PA Auditor General website for info re School District audits	3	250.00	750.00

	Total
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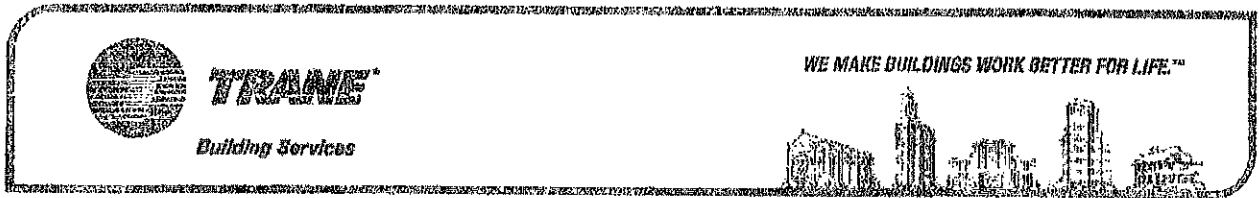
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DATE	ATTY/EXP	DESCRIPTION	TIME	RATE	AMOUNT
12/9/2019	MJL	Review file documents in the ESASD matter. Brief meeting with CPL to discuss records, including the 2001 correspondence requesting the warranty for the roof Total time for Maura J. Lynch, Esq.	2.92	250.00	730.00 1,980.00
Total					\$6,440.00

Attorneys:
 CPL - Cletus P. Lyman, Esq. MSF - Michael S. Fettner, Esq. MTS - Michael T. Sweeney, Esq.
 PVT - Pearlette Toussant, Esq., of Counsel MJL - Maura J. Lynch, Esq., of Counsel
Legal Staff:
 RDE - R. Dave Eldridge, SRB - Stephen R. Betts
 PRA - Peter R. Abraldes

V.I.B. 1



Trane U.S. Inc.
 1185 North Washington Street
 Wilkes Barre, Pa. 18705

January 3, 2019

Attention: Scott Ihle & Curtis Beam

Project Name: JT Lambert Pod HVAC Proposal

Opportunity number: 2750044

Co-op Contract Number: USC 15-JLP-023

Quote Number: 31-280471-19-001

Thank you for the opportunity to provide this proposal.

Scope of Service:

1. Project management – Coordination and scheduling of all deliveries and tradesman to meet customer’s expectations, while maintaining an injury and accident free work site.
2. Remove the two existing electric duct mounted heating coils and associated ductwork. There is one heating coil for each system serving the area.
3. Install two new duct mounted heating coils and associated ductwork to provide proper discharge air temperature for a dehumidification control sequence.
4. Provide new power wiring and circuitry to power the two new heating coils.
5. Provide access doors in the existing partitions for access to the two new heating coils.
6. Provide a new control sequence and programming for the two new heating coils.

Price:.....\$ 31,100.00

Exclusions- Holiday, shift work, overtime, engineering drawing, ductwork cleaning, Bond, permits any other system modifications and/or changes other than detailed above.

Clarifications

1. Any service not listed is not included.
2. The ductwork should be cleaned by school district prior to completion of proposed work.
3. Work will be performed during normal Trane business hours.
4. Applicable taxes and fees will be added at time of final invoice.

Thanks again for giving us this opportunity. If you have any questions or concerns, please call me at (570) 332-1880.

Sincerely,

Vincent DeAngelis
Trane | Ingersoll Rand
Services Account Manager
(570) 332-1880
1185 N Washington St
Wilkes Barre, PA 18705
United States

This proposal is valid 30 days. This agreement is subject to Customer's acceptance of the attached Trane Services Terms and Conditions.

CUSTOMER ACCEPTANCE	
_____	Authorized Representative
_____	Printed Name
_____	Title
_____	Purchase Order
_____	Acceptance Date

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom the offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, Internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all exception items as soon as Company informs Customer that all such exception items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of exception items shall take place within five (5) days from the date when Company informs Customer that the exception items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the exception items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto

the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

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

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

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

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

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

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

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

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

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

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

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

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part

60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-3 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; 52.222-36; 52.222-38; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

1-26.251-10(0315)
Supersedes 1-26.251-10(0814)

V.L.C. 1



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

INVOICE

No. 60479
11/29/2019

East Stroudsburg Area School District

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

<p>Smithfield E.S. Parking Lot Improvements</p> <p>287018</p> <p>For Services Rendered From October 26, 2019 To November 29, 2019</p> <p>DEI Fee = \$13,750 (7.5% of Estimated Construction Cost \$150,000 + \$2,500)</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$13,750.00	\$0.00	13.78	\$1,894.06

INVOICE TOTAL \$1,894.06

Grounds

*BS
1/2/20*

V.C. 2



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

INVOICE

No. 50547
12/27/2019

East Stroudsburg Area School District

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

High School North Roof Replacement
287010
For Services Rendered From November 30, 2019 To December 27, 2019
DEI Fee = 7% of Construction Cost \$7,008,835 = \$490,604

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>
\$490,604.00	\$254,802.06	52.56	\$3,067.25

INVOICE TOTAL \$3,067.25

Prior Billing Information

<u>Invoice</u>		<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
50280	10/25/2019	\$0.00	\$32,367.60	\$0.00	\$0.00	\$32,367.60
50473	11/29/2019	\$9,500.06	\$0.00	\$0.00	\$0.00	\$9,500.06
Total Prior Billing		\$9,500.06	\$32,367.60	\$0.00	\$0.00	\$41,867.66

V.I.C.3



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

INVOICE

No. 50548
12/27/2019

East Stroudsburg Area School District

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

<p>Resica Elementary School Roof Replacement</p> <p>287011</p> <p>For Services Rendered From November 30, 2019 To December 27, 2019</p> <p>DEI Fee = 7% of Construction Cost \$667,715 = \$46,740.05</p>
--

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$46,740.05	\$42,086.05	95.00	\$2,337.00

INVOICE TOTAL \$2,337.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
50282	10/25/2019	\$0.00	\$2,337.00	\$0.00	\$0.00	\$2,337.00
50474	11/29/2019	\$2,337.01	\$0.00	\$0.00	\$0.00	\$2,337.01
Total Prior Billing		\$2,337.01	\$2,337.00	\$0.00	\$0.00	\$4,674.01

V.I.C.4



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

INVOICE

No. 50549
12/27/2019

East Stroudsburg Area School District

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

Trane Controls Oversight
287013
For Services Rendered From November 30, 2019 To December 27, 2019

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$26,255.00	\$24,942.25	98.00	\$787.65

INVOICE TOTAL \$787.65

Prior Billing Information

<u>Invoice</u>	<u></u>	<u>0 - 30</u>	<u>31 - 60</u>	<u>61-90</u>	<u>Over 90</u>	<u>Balance</u>
50284	10/25/2019	\$0.00	\$1,312.75	\$0.00	\$0.00	\$1,312.75
50475	11/29/2019	\$1,312.75	\$0.00	\$0.00	\$0.00	\$1,312.75
Total Prior Billing		\$1,312.75	\$1,312.75	\$0.00	\$0.00	\$2,625.50

V.I.C. 5



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

INVOICE

No. 50550
12/27/2019

East Stroudsburg Area School District

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

Resica E.S. & Middle Smithfield E.S. Water Filtration
287016
For Services Rendered From November 30, 2019 To December 27, 2019
DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$17,500.00	\$667.84	22.96	\$3,450.00

INVOICE TOTAL \$3,450.00

V.I.C. 6



D'HUY Engineering, Inc.
One East Broad Street, Suite 310 Bethlehem, PA 18018
Phone: 610.865.8000 Fax: 610.861.0181

INVOICE

No. 50561
12/27/2019

East Stroudsburg Area School District

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

<p>High School North Sanitary Liner Replacement</p> <p>287017</p> <p>For Services Rendered From November 30, 2019 To December 27, 2019</p> <p>DEI Fee = \$28,000 (7% of Estimated Construction Cost \$400,000)</p>
--

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$28,000.00	\$0.00	1.88	\$525.00

INVOICE TOTAL \$525.00

V.I.C.7



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

INVOICE
No. 50552
12/27/2019

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

Smithfield E.S. Parking Lot Improvements
287018
For Services Rendered From November 30, 2019 To December 27, 2019
DEI Fee = \$13,750 (7.5% of Estimated Construction Cost \$150,000 + \$2,500)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$13,750.00	\$1,894.06	15.30	\$210.01

INVOICE TOTAL \$210.01

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
50479	11/29/2019	\$1,894.06	\$0.00	\$0.00	\$0.00	\$1,894.06
Total Prior Billing		\$1,894.06	\$0.00	\$0.00	\$0.00	\$1,894.06

V.I.D.-1

WORLDWIDE FLOORING & CONSTRUCTION

c/o Deborah Strukoff
1337 Averill Circle
Geneva, IL 60134

Proposal

Proposal Date: 1/16/2020

Proposal #: 150

Project:

Bill To:

East Stroudsburg South High School
Attn: Kristi Rieger
50 Vine Street East
Stroudsburg, PA 18301

Javelin Runway

Description	Est. Hours/Qty.	Rate	Total
Supply 1,660 sq. ft. of Mondo Super X at \$5.00/sq. ft. *		8,250.00	8,250.00
Supply 20 units of Mondo adhesive at \$125/unit.		2,500.00	2,500.00
Remove existing surface and sand asphalt base.		4,950.00	4,950.00
Paint standard Javelin markings.		2,500.00	2,500.00
Mobilize crew & material from Wisconsin to Pennsylvania.		5,000.00	5,000.00
* NOTE: Price for material is for attic stock. Availability for material will be very limited.			
Worldwide Flooring is not responsible for the condition of the asphalt base when existing material is removed.			
All work will be done by certified Mondo track installers specializing in track installation and painting.			
Worldwide Flooring has more than 20,000,000 sq. ft. of Mondo track installation experience and is the sole track installation company for Mondo USA.			
Acceptance of Proposal is required to guarantee availability. This Proposal will be effective for 1 year from the Proposal date. Payment is due 30 days after completion of project.			

If you have any questions please call Ryan Roeder (773) 294-3077

Total

\$23,200.00

ACCEPTED:

Customer Signature _____

Date _____

VI. [REDACTED]



6597 Joy Road - East Syracuse, NY 13057
ph (315)622-1313 - fax (315)622-2900
www.nagleathletic.com

Quality. Service. Value. It's what we do.

PROPOSAL



TERMS & CONDITIONS:

In accepting this proposal, Customer agrees and accepts the following terms and conditions:

Proposal # P-003038-2	
Proposal Submitted To: Barry Krammes	1. Quotes are general and based upon the date of this quote. 2. Quote is based on 2020 installation and includes all Contractor and Manufacturer qualifications. 3. All work to be done by the Contractor.
Street: 50 Vine Street	4. All work to be done by the Contractor. 5. All work to be done by the Contractor.
Phone and Fax Number: (570) 424 - 8500/(570) 421 - 4968	6. All work to be done by the Contractor.
Name of Job: East Stroudsburg HS Javelin	7. All work to be done by the Contractor.

At:
East Stroudsburg Area SD

City, State and Zip Code:
East Stroudsburg, PA 18301

Date of Proposal:
04/11/2019

Location of Job:
East Stroudsburg South High School

Furnish all materials, labor and insurance to install the following:

- Thoroughly clean and tack coat existing track surface.
- Install the Rekortan 5mm Resurface Traditional running track surface to the entire Javelin runway.
- Layout, paint lines and markings at the Javelin runway.

Pricing is based on COSTARS Supplier #343306 Contract #014-179 Recreational & Fitness Equipment

USE TAX ON MATERIALS INCLUDED IN PRICE

We Propose hereby to furnish materials and labor complete in accordance with the above specifications, for the sum of: **\$24,990.00**

Payment to be made as follows:

Payment terms as per approved contract

Proposal submitted by Serge Silva and is valid for 60 days.

Conditions:

Acceptance of our bid and price by Contractor/Owner shall be acceptance of all terms and conditions recited herein which shall supersede any conflicting term in any other contract document. Contractor's/Owner's agreement herewith shall be evidenced by Nagle Athletic Surfaces commencement of work for project.

Nagle Athletic Surfaces, Inc. is not responsible for the layout and establishment of grades as done by others. Nagle Athletic Surfaces, Inc. accepts no responsibility for improper design or engineering.

This proposal is based on the payment of prevailing wage rates if applicable, to Nagle Athletic Surfaces, Inc. personnel. Any union labor required due to the general contractors contractual union agreements, project labor agreements and or specific apprenticeship requirements will be provided at no cost to Nagle Athletic Surfaces, Inc.

The Contractor/Owner will cooperate with Nagle Athletic Surfaces to avoid scheduling conflicts or interference with Nagle Athletic Surfaces' work. The project schedule, and any modification of that schedule, shall allow the Nagle Athletic Surfaces reasonable time, as outlined in the proposal, to complete Nagle Athletic Surfaces' work in an efficient manner. Contractor/Owner will provide Nagle Athletic Surfaces a complete initial project schedule, as well as any subsequent revisions, outlining all phases of work for project.

If there is a change in the project schedule, or if there is any delay not caused by Nagle Athletic Surfaces, Nagle Athletic Surfaces will be entitled to reimbursement for any increased costs of materials and for any increased cost of labor, including overtime. Nagle Athletic Surfaces' entitlement to increased costs is not limited to the amounts that the Contractor may receive from the Owner under the prime contract.

Nagle Athletic Surfaces will not be required to commence or continue work until the project site is in an adequate condition, as outlined in the proposal and/or as outlined in the architectural specifications, for this work to begin. If the project site is not in an adequate condition for Nagle Athletic Surfaces to start work, that is a delay under the terms of this contract. Any and all resulting liquidated damages and claims against Nagle Athletic Surfaces shall be waived for said delays.

Nagle Athletic Surfaces' completion of its scope of work is dependent of weather conditions. Nagle Athletic Surfaces will suspend work on the project if any of the following weather conditions exist: 1) rain, 2) Temperatures below manufacturer's specifications or 3) high winds. The schedule shall be extended by the exact duration of any and all weather related suspensions of work. Any and all liquidated damages or claims shall be waived due to any delays caused by weather related suspensions of work.

The Contractor/Owner may make no claim for liquidated or actual damages caused by Nagle Athletic Surfaces' delay beyond the money which the Contractor/Owner has to pay for that delay under the terms of the contract.

Any indemnification or hold harmless obligation of Nagle Athletic Surfaces to the Contractor/Owner will extend only to claims relating to property damage or bodily injury, and only to the extent that the property damage or bodily injury was caused by the negligence or intentional act of Nagle Athletic Surfaces, its employees, or its subcontractors.

No back charge by the Contractor/Owner will be valid unless Nagle Athletic Surfaces has been given written notice of the Contractor's/Owner's claim, has been allowed reasonable time to correct any deficiency, and has failed to do so. Further, any back charge will not exceed an amount reasonably calculated to cover the cost of the anticipated liability or claim. All remaining amounts due Nagle Athletic Surfaces will be promptly paid.

The Contractor/Owner is liable to Nagle Athletic Surfaces for any expenses incurred by Nagle Athletic Surfaces in enforcing the terms of this addendum, including, but not limited to, reasonable interest and attorney fees.

Nagle Athletic Surfaces, Inc. agrees to procure and maintain the following insurance coverage:

- We propose hereto to furnish materials and labor complete in accordance with the above specifications, on
- (a) Commercial general Liability insurance, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, \$1,000,000 Personal/Advertising,
 - (b) Commercial auto insuring all vehicles used by Nagle Athletic Surfaces, Inc. (including all owned, hired and non-owned vehicles), and
 - (c) Worker's compensation with statutory limits and a waiver of subrogation in favor of owner/contractor, and Employer's Liability with limits not less than \$500,000 each accident and Disease - Each Employee.
 - (d) Umbrella coverage, blanket endorsed to additional insureds as required per contract, with limits not less than \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations, having \$10,000 self-insured retention

Evidence of such coverage, in the form of a Certificate of Insurance and providing for thirty (30) days notice prior to cancellation. Pricing includes blanket endorsement for additional insureds. Additional fees will apply if endorsement specifically listing additional insureds by name is required.

ACCEPTANCE OF PROPOSAL- The above prices, specifications and conditions enclosed herein are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as enclosed herein.

Signature _____ Date of Acceptance _____

Rev. 2/15/19

This proposal may be withdrawn by us if not accepted within 60 days

V.D.3



PROPOSAL
SPORTS CONSTRUCTION DIVISION
Athletic Surfaces & Equipment

1. Complete all items on Google Classroom.
2. After work is complete, work on Russian Recreation Scripts

TO: BARRY KRAMMES, EAST STROUDSBURG HS SOUTH FROM: KEVIN CUNNINGHAM

Job: Javelin Runway Resurface

DATE: 9-24-19

The following proposal has been prepared for the East Stroudsburg High School South Javelin Runway project. Miller Flooring Company (MFC) proposes to supply all materials, labor and equipment necessary to complete the work as further specified.

SCOPE OF WORK (SOW):

- A. Removal of all material to clean asphalt, and grind existing surface with dumpster, generator.
- B. Provide and Install Super X 12mm or 13.5mm onto 1485 SF sized asphalt runway
-- (Material width and thickness dependent upon stock availability on order date)
- C. Provide the side out of bounds lines and the fault line

PRICING SUMMARY:

1. Provide 1485 SF Javelin runway with 12mm or 13.5 Super X surfacing in a one color installation.....\$ 40,727.50

Materials: Super X track material must come from Mondo's available in stock materials. Due to the amount of material required for this project a production order cannot be placed for this material

PROJECT EXCLUSIONS:

- Permits & fees if applicable



Corporate Office
827 Lincoln Avenue Suite 15
West Chester, PA 19380
Tel: 610.626.1000 Fax: 610.626.3000

Virginia Office
5715 South Laburnum Avenue
Richmond, VA 23231
Tel: 804.405.4884 Fax: 610.626.3000



PROPOSAL
SPORTS CONSTRUCTION DIVISION
Athletic Surfaces & Equipment

TERMS & CONDITIONS:

TO: BARRY WEAVER, EAST STROUDSBURG HS SOUTH

FROM: KSV/td

In accepting this proposal, Customer agrees and accepts the following terms and conditions-

1. Quote is good for 30 days from the date of the quote.
2. Quote is based on 2020 installation and includes all Contractor and Manufacturer Qualifications.
3. Schedule is TBD and will be contingent on the availability of materials.
4. Except as outlined in the Scope of Work (SOW) -Price does not include: taxes, bonds, or the supply/installation of track/field appurtenances.
5. Owner/customer is responsible for: proper electric; water supply; electric work, if required, removal of all equipment prior to site mobilization/work, security of the site during construction; and 24/7 access.
6. This proposal is based on current material, rental, and labor pricing as of the date of this proposal. If the project is delayed or our work under this proposal is pushed into another calendar year, MFC will be entitled to a price increase matching any increased in Labor (PW rates as well as base rate) and increase in material costs as posted by approved system supplier.
7. Owner/Contractor must provide MFC with clear and reasonable access to site.
8. This proposal is good for 30 days from estimated bid date.
9. Payment terms:
 - a. Materials; invoiced and payable upon delivery
 - b. Invoice for project activities monthly through installation and striping
 - c. Payment shall be made Net 30 days from invoice date. No retainage is to be held. A finance charge of 1.5% per month, compounded monthly, will be applied to all past due balances beginning on the date of invoice. Credit card payment may be assessed a service charge.

SCOPE OF WORK be contracted for the project outlined:

ACCEPTED

The above prices, specifications and terms and conditions are satisfactory and are hereby accepted:

East Stroudsburg High School South

Signature: _____

Title: _____

Date: _____

CONFIRMED

Miller Flooring Company

Signature: _____

Title: _____

Date: _____

To process this order please sign and fax to (610) 626-3000 or email to cmartin@millerflooring.com. Please follow with a purchase order, as applicable.

Thank you for your consideration-**KEVIN CUNNINGHAM**.



Corporate Office
827 Lincoln Avenue Suite 15
West Chester, PA 19380
Tel: 610.626.1000 Fax: 610.626.3000

Virginia Office
5715 South Laburnum Avenue
Richmond, VA 23231
Tel: 804.405.4884 Fax: 610.626.3000

Progress Estimate

Contractor's Application

For(contract): Resica Elementary School - Roof Replacement		Application Number		8			
Application Period: 12/31/2019		Application Date:		12/31/2019			
Specification Section No.	Description	B		E		F	G
		Scheduled Value	Work Completed	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C+D+E)		
		C	D				
		From Previous Application (C+D)	This Period				
1	PAYMENT & PERFORMANCE BONDS	9,650.00	0.00	0.00	9,650.00	100%	0.00
2	MOBILIZATION / SITE SET-UP	18,000.00	0.00	0.00	18,000.00	100%	0.00
3	SHINGLE ROOF - STORED MATERIAL	123,115.00	0.00	0.00	123,115.00	100%	0.00
4	SHINGLE ROOF - LABOR	126,535.00	0.00	0.00	126,535.00	100%	0.00
5	SHINGLE ROOF - METAL - STORED MATERIAL	69,000.00	0.00	0.00	69,000.00	100%	0.00
6	SHINGLE ROOF - METAL - LABOR	79,850.00	0.00	0.00	79,850.00	100%	0.00
7	BUILT-UP ROOF - MATERIAL	95,200.00	0.00	0.00	95,200.00	100%	0.00
8	BUILT-UP ROOF - LABOR	70,000.00	3,500.00	0.00	86,500.00	95%	3,500.00
9	EQUIPMENT RENTAL	14,250.00	0.00	0.00	14,250.00	95%	750.00
10	DEMOBILIZATION/SITE CLEAN-UP	2,250.00	450.00	0.00	2,700.00	60%	1,800.00
11	WARRANTIES/PROJECT CLOSEOUTS	0.00	0.00	0.00	0.00	0%	4,000.00
12	ALTERNATE #1 - 30 YEAR	8,730.00	485.00	0.00	9,215.00	95%	485.00
13	ALTERNATE #2 - SKYLIGHT INFILL	10,765.00	0.00	0.00	10,765.00	100%	0.00
14	ALLOWANCE #1 - NAILABLE ROOF ISO	0.00	0.00	0.00	0.00	0%	9,600.00
15	ALLOWANCE #2 - STEEL DECKING	0.00	0.00	0.00	0.00	0%	3,500.00
16	ALLOWANCE #3 - 1 X 8 PLYWOOD	0.00	0.00	0.00	0.00	0%	2,500.00
17	ALLOWANCE #4 - ROOFER - (SHINGLE)	0.00	0.00	0.00	0.00	0%	16,800.00
Totals		620,345.00	4,435.00	0.00	624,780.00	94%	42,935.00

VII.C.1



Environmental Services

August 13, 2019

Mr. Robert Sutjak
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

RE: Lead Based Paint Screening
East Stroudsburg Area School District
High School South Campus Football Stadium Bleachers
Quad 3 Group Project Number: 13131.01

Mr. Sutjak,

Quad 3 Group has completed a Lead Based Paint Screening of the football stadium bleachers at East Stroudsburg Area High School South Campus, 279 North Courtland Street, East Stroudsburg, Pennsylvania on July 17th, 2019 at your request. The screening was performed in conjunction with an upcoming renovation project at the facility. Areas tested included the football stadium bleachers scheduled to be impacted during the renovation project.

The lead-paint screening was conducted using X-Ray Fluorescence (XRF) technology. Pennsylvania State Certified Lead-Based Paint Risk Assessor William Sterling (*License No. PA 058890*) conducted the Lead Based Paint Survey. The testing instrument used was the RMD LPA-1 x-ray fluorescent analyzer manufactured by RMD.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. The XRF instrument is calibrated using the calibration standard block of known 1.0 mg/cm² lead content as well as a standard block of known 0.0 mg/cm² lead content. Three calibration readings are taken before and after each testing period to ensure manufacturer's standards are met.

If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, the manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration it is taken off site and sent back to the manufacturer for repair and/or re-calibration.

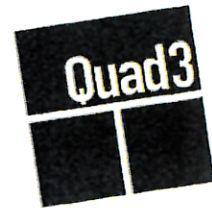
All Federal and Pennsylvania State regulations governing lead based paint were followed during this inspection.

The report shows readings that were greater than or equal to the regulatory limit for lead in paint of 1.0 mg/cm².

The July 17th, 2019 XRF testing on the bleachers at the East Stroudsburg Area High School South Campus football stadium did confirm the presence of Lead-Based Paint.

As indicated by a general visual inspection along with the physical XRF readings, the bleachers of the football stadium at East Stroudsburg Area High School South Campus are generally in poor to intact condition. A total of 68 (sixty-eight) XRF readings were obtained during the screening. 14 (fourteen)

37 North Washington St.
Wilkes-Barre, PA 18701
phone 570.829.4200
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readings tested positive for lead based paint, and 13 (thirteen) of the 14 (fourteen) positive readings are currently in a defective or deteriorated condition.

Lead-based paint identified on the bleachers included the following steel components – stringers, seat supports, risers, and beams. If demolition / renovation work will render the painted surfaces damaged work should be performed by a certified contractor informed of the presence of lead based paint and follow all state and federal regulations regarding the removal / disturbance of lead based paint.

The results presented in this report represent the conditions present at the time of the survey. Quad Three Group has no control over conditions or events that occurred following the date of the survey.

As part of this Lead-Based Paint Screening, representative testing of the bleacher components was performed. Homogenous building components not tested should be assumed as lead-based paint. Some areas were inaccessible at the time of the testing.

The Table below indicates the positive lead based paint, greater than or equal to the regulatory limit of 1.0 mg/cm², and current conditions at the time of the Inspection.

RMD LPA-1B Serial # 2584 Operator: William Sterling East Stroudsburg Area High School South Date: July 17th, 2019
Football Stadium Bleachers

Reading #	Room	Wall	Area	Location	Item	Condition	Reading	Substrate	Color	
6	Section A	A	Bleacher	Ctr	Stringer	P	2.9	Steel	White	Exterior
7	Section A	A	Bleacher	Ctr	Seat Support	F	2.0	Steel	White	Exterior
12	Section B	A	Bleacher	Ctr	Riser	F	1.7	Steel	White	Exterior
16	Section B	B	Walk Way	Ctr	Beam	P	2.1	Steel	Purple	Exterior
18	Section B	B	Walk Way	Ctr	Beam	F	2.8	Steel	White	Exterior
32	Section D	A	Bleacher	Ctr	Seat Support	F	1.2	Steel	White	Exterior
42	Section D	A	Walk Way	Ctr	Beam	I	2.7	Steel	White	Exterior
45	Section D	A	Walk Way	Ctr	Beam	F	5.0	Steel	White	Exterior
52	Section D	A	Walk Way	Ctr	Cross Beam	F	1.4	Steel	Purple	Exterior
54	Section E	A	Bleacher	Ctr	Riser	F	2.4	Steel	White	Exterior
55	Section E	A	Bleacher	Ctr	Seat Support	F	1.4	Steel	White	Exterior
67	Storage	C	Bleacher	Ctr	Riser	F	2.2	Steel	Red	Interior
70	Storage	C	Bleacher	Ctr	Beam	F	3.0	Steel	Gray	Interior
71	Storage	C	Bleacher	Ctr	Beam	F	3.4	Steel	Red	Interior

Attached at the end of this report is the Complete XRF data testing results and licensing / certifications.



After reviewing the results the East Stroudsburg Area School District questioned if the stadium could be utilized for the regularly scheduled events for the 2019 school year. Based on the current conditions of the stadium, the limited amount of exposure time to occupants and the exterior location of the bleachers the findings in this report should not constitute the closing of the stadium for the upcoming school year's scheduled events. However, deteriorated lead based paint is a known health hazard and exposed deteriorated surfaces should be addressed in a timely manner so the present conditions do not worsen and create a higher potential risk hazard to occupants.

As always, should you have any questions or comments or be in need of any additional information or clarification, please do not hesitate to contact me at your earliest convenience.

Sincerely,

QUAD THREE GROUP, INC.

A handwritten signature in black ink that reads "William Sterling".

William Sterling
Environmental Scientist



Environmental Services

July 19, 2019

Mr. Robert Sutjak
East Stroudsburg Area School District
50 Vine Street
East Stroudsburg, PA 18301

**RE: Lead Based Paint Screening
East Stroudsburg Area School District
High School South Campus Football Stadium Bleachers
Quad 3 Group Project Number: 13131.01**

Mr. Sutjak,

Quad 3 Group has completed a Lead Based Paint Screening of the football stadium bleachers at East Stroudsburg Area High School South Campus, 279 North Courtland Street, East Stroudsburg, Pennsylvania on July 17th, 2019 at your request. The screening was performed in conjunction with an upcoming renovation project at the facility. Areas tested included the football stadium bleachers scheduled to be impacted during the renovation project.

The lead-paint screening was conducted using X-Ray Fluorescence (XRF) technology. Pennsylvania State Certified Lead-Based Paint Risk Assessor William Sterling (*License No. PA 058890*) conducted the Lead Based Paint Survey. The testing instrument used was the RMD LPA-1 x-ray fluorescent analyzer manufactured by RMD.

The calibration of the XRF is done in accordance with the Performance Characteristic Sheet (PCS) for this instrument. The XRF instrument is calibrated using the calibration standard block of known 1.0 mg/cm² lead content as well as a standard block of known 0.0 mg/cm² lead content. Three calibration readings are taken before and after each testing period to ensure manufacturer's standards are met.

If for any reason the instrument is not maintaining a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, the manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration it is taken off site and sent back to the manufacturer for repair and/or re-calibration.

All Federal and Pennsylvania State regulations governing lead based paint were followed during this inspection.

The report shows readings that were greater than or equal to the regulatory limit for lead in paint of 1.0 mg/cm².

The July 17th, 2019 XRF testing on the bleachers at the East Stroudsburg Area High School South Campus football stadium did confirm the presence of Lead-Based Paint.

As indicated by a general visual inspection along with the physical XRF readings, the bleachers of the football stadium at East Stroudsburg Area High School South Campus are generally in poor to intact condition. A total of 68 (sixty-eight) XRF readings were obtained during the screening. 14 (fourteen)

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readings tested positive for lead based paint, and 13 (thirteen) of the 14 (fourteen) positive readings are currently in a defective or deteriorated condition.

Lead-based paint identified on the bleachers included the following steel components – stringers, seat supports, risers, and beams. If demolition / renovation work will render the painted surfaces damaged work should be performed by a certified contractor informed of the presence of lead based paint and follow all state and federal regulations regarding the removal / disturbance of lead based paint.

The results presented in this report represent the conditions present at the time of the survey. Quad Three Group has no control over conditions or events that occurred following the date of the survey.

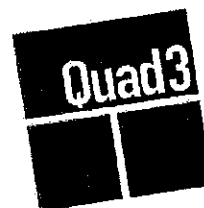
As part of this Lead-Based Paint Screening, representative testing of the bleacher components was performed. Homogenous building components not tested should be assumed as lead-based paint. Some areas were inaccessible at the time of the testing.

The Table below indicates the positive lead based paint, greater than or equal to the regulatory limit of 1.0 mg/cm², and current conditions at the time of the inspection.

RMD LPA-1 Serial # 2584 Operator: William Sterling East Stroudsburg Area High School South Date: July 17th, 2019
Football Stadium Bleachers

Reading #	Room	Wall	Area	Location	Item	Condition	Reading	Substrate	Color	
6	Section A	A	Bleacher	Ctr	Stringer	P	2.9	Steel	White	Exterior
7	Section A	A	Bleacher	Ctr	Seat Support	F	2.0	Steel	White	Exterior
12	Section B	A	Bleacher	Ctr	Riser	F	1.7	Steel	White	Exterior
16	Section B	B	Walk Way	Ctr	Beam	P	2.1	Steel	Purple	Exterior
18	Section B	B	Walk Way	Ctr	Beam	F	2.8	Steel	White	Exterior
32	Section D	A	Bleacher	Ctr	Seat Support	F	1.2	Steel	White	Exterior
42	Section D	A	Walk Way	Ctr	Beam	I	2.7	Steel	White	Exterior
45	Section D	A	Walk Way	Ctr	Beam	F	5.0	Steel	White	Exterior
52	Section D	A	Walk Way	Ctr	Cross Beam	F	1.4	Steel	Purple	Exterior
54	Section E	A	Bleacher	Ctr	Riser	F	2.4	Steel	White	Exterior
55	Section E	A	Bleacher	Ctr	Seat Support	F	1.4	Steel	White	Exterior
67	Storage	C	Bleacher	Ctr	Riser	F	2.2	Steel	Red	Interior
70	Storage	C	Bleacher	Ctr	Beam	F	3.0	Steel	Gray	Interior
71	Storage	C	Bleacher	Ctr	Beam	F	3.4	Steel	Red	Interior

Attached at the end of this report is the Complete XRF data testing results and licensing / certifications.



As always, should you have any questions or comments or be in need of any additional information or clarification, please do not hesitate to contact me at your earliest convenience.

Sincerely,

QUAD THREE GROUP, INC.

A handwritten signature in cursive script that reads "William Sterling".

William Sterling
Environmental Scientist

Reading #	Room	Wall	Component	Location	Item	Condition	Reading	Substrate	Color	
1	Calibration						1.0			
2	Calibration						1.0			
3	Calibration						0.8			
4	Section A	A	Bleacher	Ctr	Riser	P	0.2	Steel	White	Exterior
5	Section A	A	Bleacher	Ctr	Tread	P	-0.2	Steel	White	Exterior
6	Section A	A	Bleacher	Ctr	Stringer	P	2.9	Steel	White	Exterior
7	Section A	A	Bleacher	Ctr	Seat Support	F	2.0	Steel	White	Exterior
8	Section A	D	Fence	Ctr	Post	F	0.1	Steel	Purple	Exterior
9	Section A	C	Fence	Ctr	Post	P	-0.2	Steel	Purple	Exterior
10	Section A	C	Walk Way	Ctr	Tread	F	-0.1	Steel	Gray	Exterior
11	Section B	A	Bleacher	Ctr	Tread	F	-0.2	Steel	White	Exterior
12	Section B	A	Bleacher	Ctr	Riser	F	1.7	Steel	White	Exterior
13	Section B	A	Bleacher	Ctr	Seat Support	F	0.9	Steel	White	Exterior
14	Section B	B	Fence	Ctr	Post	P	0.0	Steel	Purple	Exterior
15	Section B	B	Walk Way	Ctr	Stringer	P	0.1	Steel	Purple	Exterior
16	Section B	B	Walk Way	Ctr	Beam	P	2.1	Steel	Purple	Exterior
17	Section B	B	Walk Way	Ctr	Wall	F	0.1	Concrete	White	Exterior
18	Section B	B	Walk Way	Ctr	Beam	F	2.8	Steel	White	Exterior
19	Section B	B	Walk Way	Ctr	Ceiling	P	0.6	Steel	White	Exterior
20	Section B	B	Walk Way	Ctr	Rail	F	0.5	Steel	Purple	Exterior
21	Section B	A	Walk Way	Ctr	Door	F	-0.1	Steel	Purple	Exterior
22	Section B	A	Walk Way	Ctr	Door Case	F	0.1	Steel	Purple	Exterior
23	Section B	A	Walk Way	Ctr	Floor	F	0.0	Steel	Gray	Exterior
24	Section B	A	Booth Exterior	Ctr	Support	F	0.0	Steel	Gray	Exterior
25	Section C	A	Bleacher	Ctr	Tread	F	-0.1	Steel	White	Exterior
26	Section C	A	Bleacher	Ctr	Riser	F	-0.2	Steel	White	Exterior
27	Section C	A	Bleacher	Ctr	Seat Support	F	0.0	Steel	White	Exterior
28	Section C	A	Bleacher	Ctr	Tread	F	-0.1	Steel	Gray	Exterior
29	Section C	A	Booth Exterior	Ctr	Vent	F	-0.1	Wood	White	Exterior
30	Section D	A	Bleacher	Ctr	Tread	F	-0.1	Steel	White	Exterior
31	Section D	A	Bleacher	Ctr	Riser	F	-0.1	Steel	White	Exterior
32	Section D	A	Bleacher	Ctr	Seat Support	F	1.2	Steel	White	Exterior
33	Section D	A	Booth Exterior	Ctr	Roof Support	F	-0.2	Steel	White	Exterior
34	Section D	A	Booth Exterior	Ctr	Support Base	F	0.7	Steel	White	Exterior
35	Section D	A	Booth Exterior	Ctr	Wall	I	-0.2	Aluminum	White	Exterior
36	Section D	A	Booth Exterior	Ctr	Ceiling	I	-0.1	Steel	White	Exterior
37	Section D	A	Booth Exterior	Ctr	Door	I	-0.1	Steel	Purple	Exterior
38	Section D	A	Booth Exterior	Ctr	Door Case	I	0.0	Steel	Purple	Exterior
39	Section D	A	Bleacher	Ctr	Top Fence	I	0.2	Steel	Purple	Exterior
40	Section D	A	Walk Way	Ctr	Fence	F	0.5	Steel	Purple	Exterior
41	Section D	A	Walk Way	Ctr	Stringer	F	-0.1	Steel	Purple	Exterior
42	Section D	A	Walk Way	Ctr	Beam	I	2.7	Steel	White	Exterior
43	Section D	A	Walk Way	Ctr	Wall	F	-0.1	Concrete	White	Exterior
44	Section D	A	Walk Way	Ctr	Ceiling	F	0.1	Steel	White	Exterior
45	Section D	A	Walk Way	Ctr	Beam	F	5.0	Steel	White	Exterior
46	Section D	A	Walk Way	Ctr	Rail	F	-0.1	Steel	Purple	Exterior
47	Section D	A	Walk Way	Ctr	Door	F	-0.1	Steel	Purple	Exterior
48	Section D	A	Walk Way	Ctr	Door Case	F	0.1	Steel	Purple	Exterior
49	Section D	A	Walk Way	Ctr	Threshold	F	0.2	Steel	Purple	Exterior
50	Section D	A	Walk Way	Ctr	Floor	F	-0.2	Concrete	Gray	Exterior
51	Section D	A	Walk Way	Ctr	Stringer	F	0.0	Steel	Purple	Exterior
52	Section D	A	Walk Way	Ctr	Cross Beam	F	1.4	Steel	Purple	Exterior
53	Section E	A	Bleacher	Ctr	Tread	F	-0.2	Steel	White	Exterior
54	Section E	A	Bleacher	Ctr	Riser	F	2.4	Steel	White	Exterior
55	Section E	A	Bleacher	Ctr	Seat Support	F	1.4	Steel	White	Exterior
56	Section E	A	Bleacher	Ctr	Tread	F	-0.3	Steel	Gray	Exterior
57	Section E	A	Bleacher	Ctr	Fence	F	0.5	Steel	Purple	Exterior
58	Section E	A	Bleacher	Ctr	Stringer	F	0.0	Steel	Purple	Exterior
59	Section E	A	Bleacher	Ctr	Stringer	F	0.0	Steel	White	Exterior
60	Section E	C	Bleacher	Ctr	Fence	F	-0.2	Steel	Purple	Exterior
61	Section E	A	Field House	Ctr	Wall	F	-0.4	Concrete	White	Exterior
62	Section E	A	Field House	Ctr	Wall	I	-0.1	Wood	Purple	Exterior
63	Section E	B	Bleacher	Ctr	Wall	F	-0.2	Concrete	White	Exterior
64	Section E	A	Field House	Ctr	Door	F	-0.1	Steel	Purple	Exterior
65	Section E	A	Field House	Ctr	Door Case	F	-0.2	Steel	Purple	Exterior

66	Storage	C	Bleacher	Ctr	Underside	F	0.0	Steel	Red	Interior
67	Storage	C	Bleacher	Ctr	Riser	F	2.2	Steel	Red	Interior
68	Storage	C	Bleacher	Ctr	Riser	F	-0.1	Steel	Gray	Interior
69	Storage	C	Bleacher	Ctr	Underside	F	0.4	Steel	Gray	Interior
70	Storage	C	Bleacher	Ctr	Beam	F	3.0	Steel	Gray	Interior
71	Storage	C	Bleacher	Ctr	Beam	F	3.4	Steel	Red	Interior
72	Calibration						0.0			
73	Calibration						0.0			
74	Calibration						0.0			

ESASD High School South
Football Stadium Bleachers
East Stroudsburg, PA.

Quad Three Group, Inc.
Project # - 13131.01

William Stealy
Risk Assessor

7/19/19
Date

PA 058890
Certification Number

V.L.F. |

ESASD BUDGETED CAPITAL PLAN UPDATED 11/1/2019
 Capital Fund Beginning Balance, July 1, 2019

\$29,175,162.00

BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2019-2020	2020-2021	2021-2022	2022-2023	TOTAL
HSN/LIS Roofing	\$3,504,318	\$3,504,318			\$7,008,635
ATC Replacement HSN/LIS	\$1,437,500	\$1,437,500			\$2,875,000
HSN Water Heater	\$267,000				\$267,000
Resica Shingle Roof Replacement & Flat Rubber Roof	\$667,715				\$667,715
Resica Gutters & Downspouts	\$30,000				\$30,000
Smithfield Playground	\$30,000				\$30,000
Camera System Upgrades (ESE)	\$146,000				\$146,000
Subtotal:	\$6,082,533	\$4,941,818	\$0	\$0	\$11,024,350

COMMITTEE REVIEWED CAPITAL PROJECTS	2019-2020	2020-2021	2021-2022	2022-2023	TOTAL
HSS Roof Repairs					
Camera System Upgrades (North Campus)	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Camera System Upgrades (South Campus)	\$637,801				\$637,801
JM Hill Lighting Upgrade	\$520,136				\$520,136
HSS Re-Grout Ceramic Tile Pool Shell	\$140,000				\$140,000
North/Lehman Lighting Upgrades	\$39,000				\$39,000
JTL Auditorium Refurbishment	\$120,900				\$120,900
North Campus Paving	\$225,000				\$225,000
(Telecenter U) P.A. System Upgrades (Resica)	\$839,701	\$839,701	\$839,701	\$839,701	\$3,358,804
Batting Cages (HSN \$25,000/HSS \$25,000)	\$25,000	\$25,000			\$25,000
HSS Field House Repairs/Upgrades	\$50,000	\$50,000			\$50,000
JTL Replace Exterior Dust Collector	\$1,853,495	\$1,853,495			\$1,853,495
JTL New Cinder Track & Curb	\$39,000	\$39,000			\$39,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller	\$78,000	\$78,000			\$78,000
Resica Paving Mill/Overlay Repairs	\$1,000,000		\$1,000,000		\$1,000,000
HSS Gymnasium Lighting Upgrades	\$192,500		\$192,500	\$192,500	\$385,000
HSS Stadium Turf Replacement				\$68,250	\$68,250
				\$400,000	\$400,000

