

Y.L.A.1



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

INVOICE

No. 51734
09/25/2020

East Stroudsburg Area School District

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

<p>High School North Roof Replacement</p> <p>287010</p> <p>For Services Rendered From August 29, 2020 To September 25, 2020</p> <p>DEI Fee = 7% of Construction Cost \$7,008,635 = \$490,604</p>

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

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$12,900.00	\$12,900.00	100.00	\$0.00

02 - Design, Bidding & Construction Phase Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$490,604.00	\$367,953.00	81.12	\$30,000.43

INVOICE TOTAL \$30,000.43

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
51652	8/28/2020	\$34,189.21	\$0.00	\$0.00	\$0.00	\$34,189.21
Total Prior Billing		\$34,189.21	\$0.00	\$0.00	\$0.00	\$34,189.21

VI.A.2



D'HUY Engineering, Inc.
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INVOICE

No. 51735
09/25/2020

East Stroudsburg Area School District

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

<p>Resica E.S. & Middle Smithfield E.S. Water Filtration</p> <p>287016</p> <p>For Services Rendered From August 29, 2020 To September 25, 2020</p> <p>DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$17,500.00	\$17,500.00	100.00	\$0.00

01 - DEP Application for Public Water Service

Professional Services

	<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer In Training	Report Preparation	127.00	90.00	\$11,430.00
Senior CAD Operator	Site Visit	1.00	90.00	\$90.00
Senior CAD Operator	Travel	1.00	90.00	\$90.00
Senior CAD Operator	Site Meetings	1.00	90.00	\$90.00
Senior Principal	Project Administration	8.00	190.00	\$1,520.00
Senior Project Manager	Project Administration	14.50	140.00	\$2,030.00
Total Professional Services for 01				\$15,250.00
Total Charges for 01				\$15,250.00

INVOICE TOTAL \$15,250.00

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

INVOICE

No. 51736
09/25/2020

East Stroudsburg Area School District

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

<p>High School North Sanitary Liner Replacement 287017 For Services Rendered From August 29, 2020 To September 25, 2020</p>
<p>DEI Fee = \$52,500 (7% of Estimated Construction Cost \$750,000)</p>

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$52,500.00	\$31,865.35	65.00	\$2,259.65

01 - DEP Application for Public Water Service

Professional Services

	<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Engineer	Project Administration	.50	120.00	\$60.00
Engineer	Meetings - In House	.75	120.00	\$90.00
Engineer	Project Development & Scheduling	8.00	120.00	\$960.00
Engineer	Document Review	1.00	120.00	\$120.00
Engineer	Meeting Minutes Preparation	3.25	120.00	\$390.00
Engineer	Meetings with Client	2.50	120.00	\$300.00
Engineer	Computer Aided Drafting	8.50	120.00	\$1,020.00
Engineer	E Mail	1.50	120.00	\$180.00
Engineer	Specification Preparation	3.00	120.00	\$360.00
Engineer in Training	Report Preparation	73.00	90.00	\$6,570.00
Senior Principal	Project Administration	12.00	190.00	\$2,280.00

Total Professional Services for 01

\$12,330.00

Total Charges for 01

\$12,330.00

Reimb - Reimbursable Submission Fees

INVOICE TOTAL \$14,589.65

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
51653	8/28/2020	\$3,934.82	\$0.00	\$0.00	\$0.00	\$3,934.82
Total Prior Billing		\$3,934.82	\$0.00	\$0.00	\$0.00	\$3,934.82

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D'HUY Engineering, Inc.
One East Broad Street, Suite 510 Bethlehem, PA 18018
Phone: 610.865.3000 Fax: 610.861.0181

INVOICE

No. 51797
09/25/2020

East Stroudsburg Area School District

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

J.T. Lambert Intermediate School & Resica Elementary School Flooring Replacement

287020

For Services Rendered From August 29, 2020 To September 25, 2020

DEI Fee = \$58,770 (7% of Construction Cost \$839,580)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$58,770.00	\$52,893.00	95.00	\$2,938.50

INVOICE TOTAL \$2,938.50

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
51654	8/28/2020	\$2,938.50	\$0.00	\$0.00	\$0.00	\$2,938.50
Total Prior Billing		\$2,938.50	\$0.00	\$0.00	\$0.00	\$2,938.50

V.I.A.5



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

INVOICE

No. 51738
09/25/2020

East Stroudsburg Area School District

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

Transportation Building Underground Storage Tank Removal
287023
For Services Rendered From August 29, 2020 To September 25, 2020
DEI Fee = \$10,862.50 (7.5% of Construction Cost \$111,500.00 + \$2,500)

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$13,750.00	\$2,235.45	50.00	\$4,639.55

INVOICE TOTAL \$4,639.55

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>
51655	8/28/2020	\$2,235.45	\$0.00	\$0.00	\$0.00	\$2,235.45
Total Prior Billing		\$2,235.45	\$0.00	\$0.00	\$0.00	\$2,235.45

VI.B.1

OTIS

Made to move you

DATE: 10/28/2020

TO:

East Stroudsburg Area School
50 Vine St

East Stroudsburg, PA 183012150

FROM:

Otis Elevator Company
7355 Williams Ave Ste 300
Allentown, PA 18106

EQUIPMENT LOCATION:

EAST STROUDSBURG BUNNELL
N Courtland Street
East Stroudsburg, PA 18301

Tom Murgitroyde
Phone: (484) 781-3095
Fax: (860) 353-0265

PROPOSAL NUMBER: APT235

EQUIPMENT DESCRIPTION:

No Of Units	Type Of Units	Manufacturer	Customer Designation	Machine Number
3	HYDRAULIC	MOTION CONTROL BNG. (MCE)	#1 "MAPLE ST" , #2 "E WING" , #6 GYM	D71596, D71629, F11060
10	HYDRAULIC	OTIS ELEVATOR COMPANY	ONLY CAR , NEW 5-STOP #2 , OLD 3-STOP #1 , ONLY ELV *ADA* , ELV 1 X16801 , ELV 2 X16702 , #1 , #3 , #4 , #2	413676, 414763, 701903, 209417, 480997, 480998, 418992, 418989, 418990, 418991
1	HYDRAULIC	SCHINDLER	ELV 3	F63371

OTIS MAINTENANCE

We propose to furnish Otis Maintenance on the equipment ("Units") described above. Otis Maintenance is a full preventive maintenance service intended to protect your investment, extend equipment life, and provide a high level of performance and reliability.

OTIS MAINTENANCE MANAGEMENT SYSTEMSM

We will use the Otis Maintenance Management System preventive maintenance program to deliver service tailored to your specific building needs. Equipment type, component life, equipment usage, and building environment will be taken into account by the OMMS[®] scheduling system, which will be used to plan maintenance activities in advance. The Units will be provided with devices to monitor equipment usage. We will use OMMS standard work processes developed and continuously improved by Otis.

Under this Contract, we will maintain the Units on the following terms and conditions:

PERFORMANCE

MAINTENANCE

We will maintain the Units using trained personnel directly employed and supervised by us. The maintenance will

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OTIS MAINTENANCE

include inspection, lubrication, and adjustment of the following parts:

- Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
- Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
- Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
- Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
- Motors, brushes, brush holders, and bearings.
- Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
- Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.
- Escalator handrails, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step treads, step wheels, step chains, step axle bushings, comb plates, floor plates, tracks, external gearing, and drive chains.
- Escalator upper drives, upper drive bearings, tension sprocket bearings, upper newel bearings and lower newel bearings, demarcation lights, and comb lights.

RELIABILITY

PARTS COVERAGE

If necessary, due to normal usage and wear, Otis will repair or replace any of the parts specified above at their sole discretion, unless specifically excluded elsewhere in the contract. Any parts under this Contract requiring replacement will be replaced with parts selected by Otis.

In addition, we will replace all wire ropes or coated steel belts as often as necessary to maintain an appropriate factor of safety. As conditions, usage, or Code warrants, we will equalize the tension on hoisting ropes, resocket ropes for drum machines, and repair or replace conductor cables and hoistway and machine-room elevator wiring.

PARTS INVENTORY

We will during the term of this Contract maintain a supply of frequently used replacement parts and lubricants selected by Otis to meet the specific routine requirements of the Units. Any replacement parts stored in the machine room remain our property until installed in the Units. We further agree to maintain a supply of routine replacement parts available for express delivery in case of emergencies.

QUALITY CONTROL

We will periodically conduct field audits of our personnel and the Units to maintain quality standards. Otis field engineers will provide technical assistance, technical information, and Code consultation to support our maintenance organization.

RESPONSIVENESS

24-HOUR DISPATCHING

We will, at your request, provide you with access to eService and our OTISLINE 24-hour, year-round dispatching service. In the event a Unit malfunction occurs between regular examinations, you will be able to place a service call on eService or through an OTISLINE customer service representative, who will, at your request, dispatch an examiner to perform service. In the event Otis receives an emergency call from the phone in the elevator and a passenger indicates a need for assistance, Otis shall attempt to contact a building representative for an assessment of the situation and authorization to respond to the call. If Otis is unable to reach a building representative, Otis shall respond to the emergency call from the phone in the elevator. The visit will be treated as a Callback. It is your responsibility to: (a) have a representative available to receive and respond to OTISLINE calls; and (b) maintain working telephone equipment.

COMMUNICATION

CUSTOMER REPRESENTATIVE

As a service to you, and at your request an Otis representative will be available to discuss with you your elevator needs in the areas of modernization, traffic handling ability, recommendations and requirements of Code authorities, proper use and care of the Units, and the OMMS program. There is no additional charge for this consulting service, but by making this service available to you, Otis does not assume any duty to warn.

REPORTS – eSERVICE

We will use the OMMS program to record completion of maintenance procedures. We will, at your request, provide you access to eService. You will be able to access twelve (12) months of repair, completed maintenance procedure and service call history for the Unit(s). You will be responsible for obtaining Internet access to use eService.

SAFETY AND ENVIRONMENT

SAFETY TESTS – HYDRAULIC ELEVATORS

We will conduct an annual no load test and annual pressure relief valve test.

FIREFIGHTERS' SERVICE TEST

If the equipment has firefighters' service, you assume responsibility for performing and keeping a record of any Code required tests and for the maintenance, functioning and testing of the smoke and/or heat detectors.

If during the initial firefighters' service test any elevator firefighters' service is found to be inoperable, the building will be responsible for all of the cost associated with the repairs necessary to bring the unit in compliance with the applicable Codes.

If any applicable Code or governing authority mandates that such required tests be performed by a licensed elevator mechanic, Otis will provide such testing and service on an Open Order basis. You will be responsible for the costs associated with such testing and service.

SAFETY TRAINING

We will instruct our personnel to use appropriate personal protection equipment and follow safe work practices.

ENVIRONMENTAL PROTECTION

Otis endeavors to reduce generation of waste materials, to minimize risks to the environment, customers, the general public and Otis employees, and to comply with all federal and state environmental laws and regulations. Material Safety Data Sheet (MSDS) Manuals are available for review at your request.

You assume responsibility for removal of wastes, including but not limited to hydraulic oil, spoils, asbestos, etc., as it is not part of this Contract.

MAINLINE DISCONNECTS

You agree to engage a qualified electrician to service at least once annually the elevator mainline disconnects located in the elevator equipment room.

SHARED RESPONSIBILITY

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located and to keep all machine rooms and pit areas free from water, stored materials, and debris. You agree to provide a safe work place for our personnel, and to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations.

If any Unit is malfunctioning or is in a dangerous condition, you agree to immediately notify us using the 24-hour OTISLINE service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

WORK SCHEDULE

NORMAL HOURS

All maintenance procedures and repairs will be performed during our regular working hours of our regular working days for the examiners who perform the service. All lamp and signal replacements will be performed during regular examinations.

For purposes of this Contract, a Callback is a response by Otis to a request for service or assistance made (a) by the customer or customer representative, (b) by the building or building representative; (c) by emergency personnel; (d) through the ADA phone line, and/or (e) through RBM® monitoring system, for service or assistance, on an as needed basis, excluding regularly scheduled maintenance.

Regular working hours: 8:00 AM – 4:30 PM.

Regular working days: Monday – Friday excluding holidays.

OVERTIME

Callbacks outside of regular working hours will be billed at standard overtime rates.

OWNERSHIP AND LICENSES

WIRING DIAGRAMS

You agree to provide us with current wiring diagrams reflecting all previously made changes for Units covered by this Contract to facilitate proper maintenance of the equipment. We shall maintain the wiring diagrams so that they properly reflect any changes made by Otis to the equipment. These diagrams will remain your property.

OTIS SERVICE EQUIPMENT

Any counters, meters, tools, remote monitoring devices, or communication devices which we may use or install under this Contract remain our property, solely for the use of Otis employees. Such service equipment is not considered a part of the Units. You grant us the right to store or install such service equipment in your building and to electrically connect it to the Units. You will restrict access to the service equipment to authorized Otis personnel. You agree to keep the software resident in the service equipment in confidence as a trade secret for Otis. You will not permit others to use, access, examine, copy, disclose or disassemble the service equipment or the software resident in the service equipment for any purpose whatsoever. If the service is terminated for any reason, we will be given access to your premises to remove the service equipment, including the resident software, at our expense.

OTIS SOFTWARE

Software owned by Otis may be embedded in parts or otherwise provided by Otis as part of this maintenance agreement. You have the right to use this software only for operation of the units for which the part was provided. You may also make a backup or archival copy of the software, provided you reproduce the copyright notice and any other legend of ownership on the copy. You may not otherwise copy, display, adapt, modify, distribute, reverse assemble, reverse

compile, or otherwise translate the software. You will not transfer possession of the software except as part of a transfer of ownership of the Units and the assumption of the rights and obligations under this agreement by the transferee.

NON-OTIS SOFTWARE

You retain your rights to any software not provided by Otis contained in the Units and agree to allow Otis to make one backup or archival copy for you.

SERVICE TOOLS

You are responsible to secure our right to use any special service tools required to maintain your non- Otis equipment. These tools must be provided prior to us beginning maintenance on such equipment.

THE UNITS

It is agreed that we do not assume possession or control of the Units, that such Units remain yours solely as owner and operator, lessee, or agent of the owner or lessee, and that you are solely responsible for all requirements imposed by any federal, state, or local law, Code, ordinance or regulation.

CLARIFICATIONS

This Contract does not cover car enclosures (including, but not limited to, wall panels, door panels, car gates, plenum chambers, hung ceilings, lighting, light diffusers, light tubes and bulbs, handrails, mirrors and floor coverings), rail alignment, hoistway enclosures, hoistway gates, hoistway inserts and brackets, mainline disconnect switches, doors, door frames, sills, swing door hinges and closing devices, below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping, escalator balustrades, escalator lighting or wedge guards. Without affecting our obligation to provide service under this Contract, you agree to permit us to train our personnel on the Units. This Contract does not cover computer and microcomputer devices, such as terminal keyboards and display units that are not exclusively dedicated to the elevator system. This Contract does not cover telephones installed by others, intercoms, heat sensors, smoke sensors, communications equipment, or safety signaling equipment, or instructions or warnings in connection with use by passengers. Calls for repairs that fall outside of the scope of this contract will incur charges for travel time, plus vehicle surcharges and expenses.

We will not be required: (i) to make any tests other than that as specifically set forth herein; (ii) to make any replacements with parts of a different design or type; (iii) to make any changes in the existing design of the Units; (iv) to alter, update, modernize or install new attachments to any Units, whether recommended or directed by governmental authorities or by any third party; (v) to make repairs or replacements necessitated by failures detected during or due to testing of the Units or buried or unexposed hydraulic cylinders or piping and (vi) to replace or repair any component or system utilizing obsolete or discontinued parts, including parts for which the original design is no longer manufactured by the original equipment manufacturers, or parts where the original item has been replaced by an item of different design or is replaceable only by fabrication; (vii) to provide reconditioned or used parts; (viii) to make any replacements, renewals, or repairs necessitated by reason of any cause beyond our control including, but not limited to, fire, explosion, theft, floods, water, weather, earthquake, vandalism, misuse, abuse, mischief, or repairs by others.

You assume responsibility for the cost of correcting all Elevator Code violations existing on the date we enter into this Contract. If such Code violations or other outstanding safety violations are not corrected in accordance with this Contract, Otis may with respect to the equipment not meeting Code requirements cancel this Contract without penalty by providing thirty (30) days written notice.

Should you require us to interface with a third party work order, insurance or safety systems, Otis will add an appropriate fee to cover the additional cost associated with this service.

Neither party shall be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water, weather, earthquake, riot, civil commotion, war, vandalism, misuse, abuse, mischief, or acts of God.

We agree that we shall be liable for accidents and injuries to person or property when adjudged to have been caused by the sole negligence or willful misconduct of Otis or our employees. In all other instances, Customer shall indemnify, defend and hold us harmless against all claims, damages, losses, costs, and expenses (including attorney's fees and other litigation costs) arising out of or connected with the use, repair, maintenance, operation or condition of the Equipment. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death

sustained by our employees, and comprehensive general liability insurance. You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us. If either party so requires, in writing, the other party shall furnish certificates of insurance evidencing the above insurance coverages.

Notwithstanding any other agreement or provision to the contrary, under no circumstances will either party be liable for any indirect, special or consequential damages of any kind, including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financial costs, or loss of use of any equipment or property, whether in contract, tort, warranty or otherwise.

You agree to provide us unrestricted ready and safe access to all areas of the building in which any part of the Units are located, to keep all machine rooms and pit areas free from water, stored materials, and debris, to provide a safe work place for our personnel, to remove and remediate any waste or hazardous materials in accordance with applicable laws and regulations, and to provide a grounded, 3-prong electrical system and proper lighting in the machine rooms and pits. We shall not be obliged to perform until such unsafe condition has been remedied.

If any Unit is malfunctioning or is in a dangerous condition, you agree to notify us as soon as possible using the 24-hour OTISLINE® service. Until the problem is corrected, you agree to remove the Unit from service and take all necessary precautions to prevent access or use.

You will provide written notice within twenty-four hours after occurrence of any accident in or about the elevator (s) and/or escalator(s) to us and if required by law, to any local authorities. You further agree to preserve replaced parts.

Escalator Units are designed only for transporting passengers. For escalator Units, you agree to take all necessary measures to prevent other items from being conveyed, so that features designed to protect passengers and prevent property damage are not damaged. When stationary, escalators are to be properly barricaded and not to be used as steps.

You agree to properly post, maintain, and preserve any and all instructions or warnings to passengers in connection with the use of any Units.

In the event of an entrapment, Customer will call Otis and wait for a trained and licensed elevator mechanic to arrive, except for a medical emergency situation where it may be appropriate to summon a professional first responder such as police or firemen. Customer agrees that its agents, contractors, employees or representatives shall not attempt to extricate any passengers from an elevator that becomes stalled within the hoistway.

Otis will not be required to make renewals or repairs necessitated by fluctuations in the building AC power systems, adverse hoistway or machine room conditions (including temperature variations below 60 degrees and above 90 degrees Fahrenheit), excessive humidity, adverse environmental conditions, water damage, rust, fire, explosion, acts of God, misuse, or vandalism.

If this Agreement is terminated prematurely for any reason, other than our own default, you agree to pay as liquidated damages, and not as a penalty, one-half (50%) of the remaining amount due under this Agreement.

Should this Agreement be accepted by you in the form of a purchase order, the terms and conditions of this Agreement will take precedence over those of the purchase order.

We will not be liable for any claim, injury, delay, death or loss or property resulting from telephone equipment failure, false alarms, interruption of telephone service, or "no voice calls", i.e. calls from inside the equipment to Otisline where there is no verbal response to the Otisline operator.

ALTERATIONS

You will not allow others to make alterations, additions, adjustments, or repairs to the equipment.

SPECIAL PROVISIONS

Notwithstanding any other provision herein to the contrary, the following provisions shall be applicable and govern in the event of conflict:

The annual price for the first year of the contract from July 1, 2020 - June 30, 2021 is \$52,831.32 after applicable discounts. Each year going forward, the annual price will increase by the fixed rate of 2.5%.

Below are the prices for the following four years of the contract:

Year	Price
July 1, 2021 - June 30, 2022	\$54,152.10
July 1, 2022 - June 30, 2023	\$55,505.91
July 1, 2023 - June 30, 2024	\$56,893.55
July 1, 2024 - June 30, 2025	\$58,315.89

Please see the attached document named Appendix A which lists the elevator building numbers, elevator numbers, and elevator building designations for each elevator included in this contract.

Safety Tests

We will periodically examine safety devices and governors of the units.

We will conduct test as required by the current local code. We will not perform annual tests if they are not required by the current local code.

We will perform at each interval a full speed test of safety mechanisms, overspeed governors and car counterweight buffers. If required the governor will be recalibrated and sealed for proper tripping speed and elevator car balances will be checked.

As required by code or once every five years at a minimum we will measure the coated steel belts for safety using a method approved by the manufacturer.

PA Code

§ 7.14. Tests

(a) New passengers and freight elevators shall be tested in the presence of a Department inspector to see that the car safeties, speed governors, brakes, bumpers, limit switches, and the like, perform their proper functions. The car safeties shall be tested with the elevator car carrying the maximum allowable load. In making the final test the hoisting cables shall be detached from the car, while at a height sufficient to indicate the efficiency of the car safeties. A runaway test is acceptable in lieu of the free drop test when approved safety devices are installed. For reostatic control elevators, the safeties shall be tested by tripping the governor. Broken rope safety devices shall be tested as such.

(b) Existing installations shall be tested as follows:

(1) The car safety of existing installations shall be tested with rated load in the car by tripping the governor by hand at rated speed, within five years of effective date and at least every five years thereafter by a reputable elevator company. Results of the test shall be certified by the elevator company on forms furnished by the Department, indicating the load for which the elevator was tested and a record of such test shall be filed with the Department.

(2) A metal data plate furnished by the company performing the test shall be fastened to the car crosshead and show the date of the test and the company performing the test.

(3) The governor shall be tested and the trip speed measured by a tachometer and, if necessary, adjusted to conform to the requirements of this section. Governors shall be resealed after each test. Speed governors for car safeties shall be set to trip at over speeds as follows:

(i) At not less than 115% of rated car speed.

(ii) At not more than the tripping speed listed opposite the applicable rated speed in the following table:

Maximum Speeds at which Speed Governor Trips and Governor Overspeed Switch Operates

Rated Speed (in feet per minute)	Maximum Governor Trip Speed (in feet per minute)	Maximum Speed at which Governor Overspeed Switch Operates (down feet per minute)

0—125	175	175
150	210	190
175	250	225
200	280	252
225	308	277
250	337	303
300	395	355
350	452	407
400	510	459
450	568	512
500	625	563
600	740	703
700	855	812
800	970	921
900	1085	1031
1000	1200	1140
1100	1320	1254
1200	1440	1368
1300	1560	1482
1400	1680	1596
1500	1800	1710

(4) Speed governors, where provided for counterweight safeties, shall be set to trip at an overspeed greater than, but not more than 10% above, that at which the car speed governor is set to trip.

(5) Broken rope safeties shall be drop tested.

(6) The provisions of this subsection do not apply to hand-powered freight elevators.

(c) New escalators shall be tested in the presence of a Department inspector. The test shall consist of a physical examination of the escalator parts together with a running test of the escalator without load, including a test of all the safety features prescribed in § 7.324 (relating to safety equipment).

(d) On the completion of any device provided for by this chapter, the owner, builder, contractor, manufacturer, or other responsible party or parties, shall file with the Department notice in writing that such installation has been constructed and installed in accordance with the plans as approved. Upon receipt of such notice the Department may arrange for inspection of the installation by a Department inspector.

(e) New elevators, escalators, dumbwaiters, gravity elevators and hoists shall not be operated temporarily pending final completion without permission of the Department.

Source

The provisions of this § 7.14 amended through June 21, 1974, 4 Pa.B. 1282. Immediately preceding text appears at serial pages (8047) and (8048).

Advanced Payment

Beginning on the Effective Date, payments will be made Annually and an Advanced Payment Discount of 5.00 % will be applied to the net billing amount.

Payments are due on or before the last day of the month prior to the billing period. If full payment is not received by the due date, the Advanced Payment Discount will not be available and you will be obligated to pay us the full contract price.

When the anniversary date of the commencement of the service occurs within a billing period, the invoice for the next billing period will include billing in arrears for the price adjustment calculated in accordance with the terms of this contract.

CONTRACT PRICE AND TERM

CONTRACT PRICE

Four thousand six hundred thirty-four dollars and thirty-three cents (\$ 4,634.33) per month, payable Annually

PRICE ADJUSTMENT

The Contract Price will be adjusted annually by the fixed rate of 2.5%, compounded annually.

TERM

The Commencement Date will be 07/01/2020.

The Term of this Contract unless modified under the extended term below, will be for five (5) years beginning on the Commencement Date. The Contract will automatically be renewed on the fifth anniversary for an additional five (5) years unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the current five (5) year term. Thereafter, the Contract will automatically be renewed on each fifth anniversary for an additional five (5) year term unless terminated by either party by giving written notice to the other party at least ninety (90) days, but no more than 120 days prior to the end of the then current five (5) year term.

In the event that you sell the building or your interest is terminated prior to the expiration of the Contract, you agree to assign the Contract to the new owner or successor and to cause the new owner to assume your obligations under this agreement. If the new owner or successor fails to assume your obligations under the Contract, then you agree to pay to Otis all sums due for the unexpired Term.

PAYMENTS

Beginning on the Effective Date, payments will be due and payable on or before the first day of the contract year in which services are rendered beginning on the Commencement Date.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

You agree to pay a late charge from the date such sums become due of one and one-half percent (1.5%) per month, or the highest legally permitted rate, whichever is less, on any balance past due for more than thirty (30) days, together with all costs (including, but not limited to, attorneys' fees) incurred by us to collect overdue amounts.

Failure to pay any sum due by you within sixty (60) days will be a material breach. We may at our option declare all sums due or to become due for the unexpired term immediately due and payable as liquidated damages, and until the same are paid be discharged from further obligations under the contract.

Electronic Funds Transfer Payments (ACH/EFT)

To set up automatic payments or to make one-time payments, please visit Payinvoicedirect.com to register. Please note, registration is available after your first invoice has been billed.

ACCEPTANCE

This proposal, when accepted by you below and approved by our authorized representative, will constitute the entire and exclusive contract between us for the services to be provided and your authorization to perform as outlined herein. All prior or contemporaneous oral or written representations or agreements not incorporated herein will be superseded. Any purchase order issued by you in connection with the services to be provided will be deemed to be issued for your administrative or billing identification purposes only, and the parties hereto intend that the terms and conditions contained herein will exclusively govern the services to be provided. We do not give up rights under any existing contract until this proposal is fully executed. This Contract may not be changed, modified, revised or amended unless in writing signed by you and an authorized representative of Otis. Further, any manual changes to this form will not be effective as to Otis unless initialed in the margin by an authorized representative of Otis.

THIS QUOTATION is valid for ninety (90) days from the proposal date.

Submitted by: Tom Murgitroyde
Title: Account Manager
E-mail: thomas.murgitroyde@otis.com

Accepted in Duplicate

CUSTOMER

Approved by Authorized Representative

Otis Elevator Company

Approved by Authorized Representative

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: - _____

Print Name: Debbie Keane

Title - _____

Title General Manager

E-mail: - _____

Name of Company - _____

Principal, Owner or Authorized Representative of Principal or Owner

Agent: _____
(Name of Principal or Owner)

BILL TO INFORMATION

Company Name: _____

Address: _____

Address 2: _____

City: _____

State: _____

Zip Code: _____

ACCOUNTS PAYABLE CONTACT

Name: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

TAX STATUS

Are you tax exempt? Yes No

If yes, please provide tax exempt certificate

Do you require a Purchase Order be listed on your invoices? Yes No

If yes, please provide contact info for PO renewal:

Name: _____

Fax: _____

Phone: _____

E-Mail: _____

Would you like Otis to automatically debit your bank account for your maintenance invoices? Yes No

If yes, please provide blank check for bank routing and account information.

Appendix A

Building Name	Building Number	Elevator Number	Elevator Designation
E STROUDSBURG J M HILL	NPS202520	414763	NEW 5-STOP #2
E STROUDSBURG J M HILL	NPS202520	701903	OLD 3-STOP #1
E STROUDSBURG LAMBERT	NPS352792	413676	ONLY CAR
E STROUDSBURG HIGH SOUTH	NPS388885	D71596	#1 "MAPLE ST"
E STROUDSBURG HIGH SOUTH	NPS388885	D71629	#2 "E WING"
E STROUDSBURG HIGH SOUTH	NPS388885	F11060	#6 GYM
E STROUDSBURG HIGH NORTH	NPS395985	418989	#3
E STROUDSBURG HIGH NORTH	NPS395985	418990	#4
E STROUDSBURG HIGH NORTH	NPS395985	418991	#2
E STROUDSBURG HIGH NORTH	NPS395985	418992	#1
E STROUDSBURG SMITHFIELD	NPS455940	480997	ELV 1 X16801
E STROUDSBURG SMITHFIELD	NPS455940	480998	ELV 2 X16702
E STROUDSBURG ELEMENTARY	NPS469157	209417	ONLY ELV *ADA*
E STROUDSBURG MID.SMITH	NPS490895	F63371	ELV 3

VI.C.1

Contractor's Application For Payment No. 4

Application Period: 10/29/2020	Application Date: 10/29/20
To (Owner): East Stroudsburg Area S.D.	Via (Engineer) D'Huy Engineering Inc.
Project: Resica E.S. Flooring Replacement	Contractor's Project No.: 5348
Owner's Contract No.:	Engineer's Project No.:

Change Order Summary		
Approved Change Orders	Additions	Deductions
1	(26,170.00)	
TOTALS		
NET CHANGE BY CHANGE ORDERS		(26,170.00)

1. ORIGINAL CONTRACT PRICE.....	\$ 303,780.00
2. Net change by Change Orders.....	\$ (26,170.00)
3. CURRENT CONTRACT PRICE (Line 1 ± 2).....	\$ 277,610.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ 277,610.00
5. RETAINAGE:	
a. 0 % x \$ 277,610.00 Work Completed.....	\$ 0.00
b. _____ % x \$ _____ Stored Material.....	\$ 0.00
c. Total Retainage (Line 5a + Line 5b).....	\$ 277,610.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ 259,416.50
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 18,193.50
8. AMOUNT DUE THIS APPLICATION.....	\$ 0.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ 0.00

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: Lorie L. Farina	Date: 10/29/2020
---------------------	------------------

Payment of: \$ 18,193.50
(Line 8 or other - attach explanation of other amount)

is recommended by: Joshua Grice 10/30/20
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ (Owner) (Date)

Approved by: _____ Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract):		Resica E.S. Flooring Replacement		Application Number: 4									
Application Period: 10/29/2020		Application Date: 10/29/2020											
A		B		C		D		E		F		G	
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)					
	General Conditions	\$21,070	21,070			21,070	100	0					
	Existing Flooring Removal (Labor)	\$20,000	20,000			20,000	100	0					
	New Carpet Tile (Material)	\$16,500	16,500			16,500	100	0					
	New Carpet Tile (Labor)	\$7,500	7,500			7,500	100	0					
	New luxury vinyl tile (Material)	\$122,000	122,000			122,000	100	0					
	New luxury vinyl tile (Labor)	\$40,000	40,000			40,000	100	0					
	Slab Prep & Self-Leveling Underlayment	\$36,500	36,500			36,500	100	0					
	Wall Base and Accessories	\$9,500	9,500			9,500	100	0					
	Project Allowance	\$30,710		30,710		30,710	100	0					
	Change Order #1 Deduct for Project Allowance not used.	-\$26,170.00		-26,170		-26,170	100	0					
	\$1,940.00 added for expansion joint repair												
	\$2,600.00 added for additional cove base												
	Totals	\$277,610.00	273,070.00	4,540.00		277,610.00	100	0					

V.D.1

Change Order

No. 1

Date of Issuance: October 27, 2020 Effective Date: _____

Project: <u>Resica Flooring Replacement</u>	Owner: <u>East Stroudsburg Area School District</u>	Owner's Contract No.:
Contract: <u>General Construction</u>		Date of Contract:
Contractor: <u>Cope Commercial Flooring</u>		Engineer's Project No.: <u>287020</u>

The Contract Documents are modified as follows upon execution of this Change Order:
Description: Credit change order for unused project allowance

Attachments: (List documents supporting change):

<p>CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price: \$ <u>303,780.00</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ <u>N/A</u></p> <p>Contract Price prior to this Change Order: \$ <u>303,780.00</u></p> <p>-(Increase) [Decrease] of this Change Order: \$ <u>26,170.00</u></p> <p>Contract Price incorporating this Change Order: \$ <u>277,610.00</u></p>	<p>CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____</p> <p>Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p> <p>Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____</p>
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RECOMMENDED: By: <u>Josh Grice</u> Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>Louie P. Farina</u> Contractor (Authorized Signature)
Date: <u>10/27/20</u>	Date: _____	Date: <u>10/28/20</u>
Approved by Funding Agency (if applicable): _____	Date: _____	

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

THIS IS AN AGREEMENT made as of this 10th day of November, 2018, between THE EAST STROUDSBURG AREA SCHOOL DISTRICT (ESASD), referred to as "OWNER," and D'HUY ENGINEERING, INC. (DEI), referred to as "ENGINEER." OWNER and ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of retainer services by ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC RETAINER SERVICES

Retainer services provide the OWNER with a firm that serves as the school district's engineer. In this capacity, the school district is able to maintain continuity and consistency in addressing facility needs. The scope of services is as follows:

- 1.1 Attendance at up to two Board meetings per month at the OWNER's request to discuss engineering issues as they relate to Board actions.
- 1.2 Review of agenda items on engineering issues as requested by the OWNER. This would include routine telephone conferences, emails, and meetings with the OWNER.
- 1.3 Provide full service, multi-discipline engineering personnel on call to OWNER and maintenance departments for consultation on buildings and grounds problems that may arise. This will afford the East Stroudsburg Area School District with immediate access to a professional engineering consultant and all its resources. D'Huy Engineering, Inc. will furnish a prompt response and provide recommendations on any immediate and future follow-up work required.
- 1.4 Assistance to Owner in scheduling Capital Improvement projects and establishing Capital Improvement budgets including assistance with the annual Capital Improvement Plan update.
- 1.5 Provide preliminary evaluations relative to planning for new construction, school additions, and/or renovations. As future needs are identified on the elementary, middle and high school levels, D'Huy Engineering, Inc. will provide preliminary evaluation of options for new construction and renovation to the facilities where the need is identified. This evaluation will include construction options and budget estimates. Detailed or extensive evaluations or studies will be performed at additional cost with prior authorization from OWNER.
- 1.6 Provide preliminary recommendations on engineering issues. Detailed or extensive evaluations or studies will be performed at additional cost with prior authorization from OWNER.
- 1.7 Provide input on outside service contracts for facilities issues including, but not limited to, assistance with preparing proposal requirements for HVAC service contracts, elevator service contracts and electrical system service contracts.
- 1.8 Prepare sketches and specification notes and assist OWNER in obtaining three (3) quotes for any facility related work that is under the current public bid threshold.

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

- 1.9 Inform the District regarding the effect of changes in legislation, codes, Department of Education criteria, code requirements, etc. as they apply to School District facilities to the extent D'Huy Engineering, Inc. is aware of such changes.
- 1.10 Maintain a record of all services rendered under the Retainer together with personnel time records and charges for each activity. This diary will be available for review with the Owner at their request.

**SECTION 2 - ILLUSTRATIVE EXAMPLES OR
SCENARIOS OF PROPOSED SERVICES**

- 2.1 Owner requests D'Huy Engineering, Inc. to review a deteriorated masonry parapet, provide initial recommendations, and address any immediate safety concerns. **RETAINER.**
- 2.2 Conduct a detailed investigation and prepare a report on the masonry distress and associated problems at a particular site, including recommendations for repair or reconstruction and respective engineering cost estimates. - **PROPOSAL or HOURLY RATE plus expenses.**
- 2.3 Provide professional design services associated with the preparation of drawings, specifications, and construction administration for repair of masonry as a comprehensive Capital Improvement project. - **PERCENTAGE OF CONSTRUCTION COST**
- 2.4 Owner requests D'Huy Engineering, Inc. to review roof leaks, existing warranty, and provide recommendation for corrective measures. - **RETAINER**
- 2.5 Owner requests D'Huy Engineering, Inc. to verify particular corrective measures being performed by maintenance department in order to repair or maintain a particular plant component that has had chronic issues. - **RETAINER**
- 2.6 Owner requests D'Huy Engineering, Inc. to inspect lightning damage to a chimney and provide initial recommendations and address any immediate safety concerns. - **RETAINER**
- 2.7 Prepare retrofit design to correct or repair damaged chimney. - **PROPOSAL or HOURLY RATE plus expenses.**
- 2.8 Provide on-site oversight of emergency repairs. - **PROPOSAL or HOURLY RATE**
- 2.9 D'Huy Engineering, Inc. is requested to review the conditions and status of a heating plant that has broken down, the conditions being beyond the normal trouble-shooting of maintenance personnel. Preliminary recommendations. - **RETAINER.**

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

- 2.10 Provide extensive study of the entire heating plant and associated problems and/or deficiencies. - PROPOSAL
- 2.11 Provide professional design services associated with the preparation of drawings, specifications, and construction administration for reconstruction, replacement or repair of the heating plant or specific components. - PERCENTAGE OF CONSTRUCTION COST
- 2.12 D'Huy Engineering, Inc. is requested to review water quality and operation of existing swimming pool in order to provide preliminary recommendation and address any immediate safety or operational concerns. - RETAINER
- 2.13 Provide a detailed investigative report, including recommendations on short-term and long-term corrective measures. - PROPOSAL
- 2.14 Attend meeting with Administration to review Capital Plan or respond to public inquiries - RETAINER
- 2.15 Attend monthly Facilities Committee meeting or monthly Board Meeting - RETAINER
- 2.16 Review municipal agency inquiry regarding facility issue. Preliminary review - RETAINER

SECTION 3 - SUMMER PROJECTS

Summer projects are essentially building capital improvement projects that are non-reimbursable and are typically performed during the summer. The majority of these projects would be identified by the Capital Improvement Plan. DEI would provide design and construction administration services for these projects.

The Scope of Work for summer projects will be as follows:

- 3.1 Perform field survey, engineering, investigation, and research for the preparation of bid packages. Complete site boundary/topographic/utility surveys are excluded from "field survey" and a supplementary proposal will be developed if needed. Investigation which requires destructive testing (i.e. masonry probes, concrete/asphalt cores, etc.) performed by a third party would also be excluded and completed under a supplementary proposal or as a reimbursable expense.
- 3.2 Apply and obtain necessary municipal agency approvals, including code conformance, Labor and Industry approval, etc. Costs to prepare and submit county, state or federal approvals, including Conservation District (NPDES) will be billed as a separate reimbursable expense.

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

- 3.3 Prepare bid packages, advertisement for bid and assist with soliciting bids from contractors.
- 3.4 Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda.
- 3.5 Review bids, prepare contracts, including review of bonds and insurance for conformance with contract requirements.
- 3.6 File for prevailing wages and incorporate wage requirements into contract.
- 3.7 Prepare milestone project schedule.
- 3.8 Provide construction administration services, including conducting pre-construction conference and attendance at job conference meetings through completion of the project.
- 3.9 Review and approve contractor's submittals, including shop drawings, applications for payment, etc.
- 3.10 Process any necessary change orders.
- 3.11 Provide limited construction observation. Additional or full-time construction observation can be provided at ESASD's direction and approval at an hourly rate based on the needs of the project.
- 3.12 Prepare punch list and final project close-out.
- 3.13 Costs to develop and submit engineering plans and details specifically for Conservation District permit approval are excluded and will be submitted separately as reimbursable expenses.

**SECTION 3A - RESIDENT PROJECT ENGINEER SERVICES;
MAJOR CAPITAL PROJECTS INVOLVING
SEPARATE ARCHITECTURAL DESIGN PROFESSIONAL.**

3A.1 General

ENGINEER will serve as OWNER's professional engineering representative for Major Capital Projects and provide professional engineering consultation and advice through completion of the Project.

AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT

3A.2 Pre-design Phase Services

During this phase, ENGINEER will work closely with OWNER's personnel to investigate and develop Project criteria and program requirements.

3A.2.2 Prepare preliminary PlanCon forms, where applicable. These will allow for the OWNER to plan space needs in the facility, including scheduled space and support areas. Furthermore, it will allow for a more accurate estimate of the overall budget and eliminate the lead time involved in the PlanCon process for the Project.

3A.2.3 Scheduling. Overall preliminary scheduling for the Project, including pre-design, design, and construction phases will be prepared.

3A.2.4 Cost analysis. Budgets can be evaluated using the estimates developed in the preliminary PlanCon forms and planning phase.

3A.2.5 Conceptual planning. Preliminary conceptual planning, including phasing requirements, locations of portable classrooms, etc. Type, size, and location of the facility can be developed during this phase.

3A.2.6 Develop program criteria. ENGINEER will work in conjunction with OWNER's administration personnel and school principals to define clearly the program for the facility which can then be used to establish preliminary design information for the design professionals. This effort will define the OWNER's desires with regard to the criteria for the Project, i.e., educational requirements, space needs, mechanical systems of the building, audio-visual provisions, future expansion, computer networking, events parking, etc.

3A.2.7 Perform preliminary investigation of local and state agency requirements, i.e. zoning requirements, Planning Commission, DEP, etc., for establishing schedules and submittal requirements.

3A.2.8 Assist with planning for phased construction sequence including planning for any temporary buildings or site features.

3A.2.9 Assist the OWNER in establishing criteria for design professionals, including scope of work, scope of services, time schedule, budget, and Project criteria.

3A.3 Design Phase Services

ENGINEER will be the OWNER's representative and will serve as liaison between the OWNER and the design professionals.

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

- 3A.3.1 Review with design professionals the criteria and program requirements established during pre-design phases.
- 3A.3.2 Periodically review design for conformance with Project criteria, including conformance with OWNER and PDE guidelines.
- 3A.3.3 Participate in design meetings with the Architect and the OWNER's design committee.
- 3A.3.4 Assist OWNER and Architect in making presentations as requested by the OWNER, e.g. Act 34 Hearing.
- 3A.3.5 Perform value engineering, e.g. Foundation system, code conformance options, framing systems, construction materials, etc.
- 3A.3.6 Review PlanCon submittals prepared by the Architect.
- 3A.3.7 Periodically review cost estimates and conformance of design with established budget.
- 3A.3.8 Review construction options, i.e., material selection, constructability, and specification conformance with OWNER's standards.
- 3A.3.9 Attend architectural design team meetings as OWNER's representative.
- 3A.3.10 Attend PDE and municipal agency review meetings with Architect and OWNER.
- 3A.3.11 Advise OWNER regarding design progress and schedule.
- 3A.3.12 Advise OWNER regarding submittals to governmental agencies and any perceived impact on Project schedules.
- 3A.3.13 Advise the design team regarding the incorporation of scheduling requirements of the OWNER.
- 3A.3.14 Advise Architect in developing alternates in bid documents to ensure competitive bidding and allow for flexibility in selecting alternates prior to award, i.e., terrazzo floors versus vinyl tile, roof systems, wall finishes, mechanical systems, etc.
- 3A.3.15 Assist in coordination of utility services required for project.
- 3A.3.16 Review bid documents for conformance with Project criteria, including PDE and municipal requirements.
- 3A.3.17 Attend pre-bid conference.

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

3A.3.18 Assist in acquiring multiple bidders.

3A.3.19 Assist OWNER in reviewing bids.

3A.4 Construction Phase Services

ENGINEER will provide full time representation for the OWNER through the construction phase.

3A.4.1 Assign one full time Field Representative to be on site during entire construction period to observe and review activities with Architects, Contractors, Testing, etc.

3A.4.2 Assign Principal Engineer to oversee all activities with the OWNER, Contractors and Architect.

3A.4.3 Maintain, at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the contract, Architect's clarifications and interpretations of the contract documents, progress reports, and other Project related documents.

3A.4.4 Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures.

3A.4.5 Maintain a full set of all project submittals, shop drawings, samples, as built drawings and other documentation to be turned over to OWNER at project closeout.

3A.4.6 Monitor and assess construction schedule, progress and activities of Contractors to ensure conformance with project documents and construction schedule.

3A.4.7 Record names, addresses, and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.

3A.4.8 Review all Contractors' applications for payment with the Architect.

3A.4.9 Advise OWNER regarding conformance with prevailing wage requirements.

3A.4.10 Maintain shop drawing submittal schedule, and ensure that Architect and Contractors are processing submittals in a timely fashion.

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

- 3A.4.11 Attend scheduled construction meetings and assist with preparation of meeting minutes.
- 3A.4.12 Evaluate, recommend and advise OWNER on any construction issues, changes or recommendations.
- 3A.4.13 Assist Architect in construction administration through the course of the Project.
- 3A.4.14 Assist Contractors with coordination of activities with OWNER, Architect, Municipal Agencies and utility companies.
- 3A.4.15 Review construction progress and advise Owner if Prime Contractors are not coordinating construction activities in accordance with Project documents.
- 3A.4.16 Provide progress photos and status reports as requested by OWNER.
- 3A.4.17 Participate in punch list preparation and final start up procedures to ensure smooth transition to occupancy by the OWNER.
- 3A.4.18 ENGINEER will be actively involved throughout the construction phase, including attendance at Board meetings to present construction progress reports as required.

SECTION 4 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER.

- 4.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Projects.
- 4.2 Provide all criteria and full information as to OWNER's requirements for the Projects, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Projects.
- 4.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Projects, including previous reports and any other data relative to design or construction of the Projects.
- 4.4 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 4.5 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney and other consultants as

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

OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.

- 4.6 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect or non-conformance in the work of any Contractor.
- 4.7 Direct ENGINEER to provide Additional Services as stipulated in Section 2 of this Agreement, or other services as required.
- 4.8 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 Methods of Payment for Services and Expenses of ENGINEER.

5.1.1 For Basic Services

a. For Retainer Services:

OWNER shall pay ENGINEER for Basic Services, rendered under Section 1, a fixed monthly retainer fee of \$2,000.00 plus hourly rate or other fees and any expenses such as drawing copies and other items in accordance with the contract.

The attached hourly rate fee schedule shall apply for any services beyond the retainer when approved to be performed on an hourly rate.

The annual inflation increase for all fees in accordance with the proposal submitted is 3%.

b. For Summer Projects:

The fee for design and construction administration of summer projects in accordance with the scope of Section 3 would be a \$4,000 base fee plus 7.5% of the construction cost including all "add" alternates, for projects up to \$100,000. For projects above \$100,000 but below \$300,000 the fee shall be a \$2,500 base fee plus 7.5% of the construction cost including all "add" alternates. For projects above \$300,000 the fee shall be 7% of the construction cost including all "add" alternates. If the project as a whole is rejected, fees will be reduced by 20% of the most current estimate or bid result, including "add" alternates, to account for deletion of related construction administration fees.

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

c. For Major Capital Projects with Separate Architectural Design Professional:

The services provided shall be Resident Project Engineer services to oversee and manage the planning, design and construction phases of the project. The scope shall be in accordance with Section 3A and the fee shall be 3.5% of the project cost in accordance with Line 7 (A-1 to A-7 Subtotal) of PlanCon Form J, Page 02 and 3.5% of any other related or other project costs that Engineer provides services for.

5.1.2 For Additional Services. OWNER shall pay ENGINEER for Additional Services in accordance with the terms stated in the written authorization to perform such Additional Services.

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses reasonably incurred in connection with Additional Services and only expenses not included in Basic Services such as drawing copies.

5.2 Times of Payments.

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3 Other Provisions Concerning Payments.

5.3.1 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER's statement therefore, the amount due ENGINEER will be increased at the rate of 1% per month from said sixtieth day and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and charges.

5.3.2 In the event of termination by OWNER under Paragraph 6.1 during any phase of the Basic Service, ENGINEER will be paid for services rendered during that phase. In the event of any such termination, ENGINEER also will be paid a termination penalty of \$3,000.00 and will be reimbursed for Reimbursable Expenses and all unpaid Additional Services.

5.4 Definitions.

5.4.1 Reimbursable Expenses mean the actual expenses reasonably incurred by ENGINEER or ENGINEER's independent professional associates or consultants, directly or indirectly in connection with the Projects. Reimbursable Expenses do not include local telephone calls and incidental copies.

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Termination.

The obligation to provide further services under this Agreement may be terminated by OWNER or ENGINEER upon thirty days' written notice. If OWNER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2. If ENGINEER terminates agreement payments shall be made to ENGINEER in accordance with Paragraph 5.3.2 except for termination penalty.

6.2 Term of Contract.

The term of the contract shall be for an initial period of three (3) years with annual renewal unless either party provides notice in accordance with article 6.1 above.

6.3 Controlling Law.

This agreement is to be governed by the laws of the Commonwealth of Pennsylvania.

6.4 Successors and Assigns.

OWNER and ENGINEER each is hereby bound and the successors of OWNER and ENGINEER (and to the extent permitted by Paragraph 6.4.1 the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the successors (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

6.4.1 Neither OWNER nor ENGINEER shall assign, sublet, or transfer any rights under or interest in (excluding moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

6.4.2 ENGINEER may employ such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder at ENGINEER's expense. If ENGINEER deems a consultant is required and the costs for additional services required will not be at ENGINEER's expense, ENGINEER will receive prior approval of OWNER.

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

- 6.4.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party.

SECTION 7 - INSURANCE

- 7.1 ENGINEER shall maintain the following insurance for the duration of this Agreement.
- 7.1.1 Comprehensive General Liability with policy limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.
- 7.1.2 Automobile Liability covering owned and rented vehicles operated by the ENGINEER with policy limits of not less than One Million Dollars (\$1,000,000.00) combined single limit and aggregate for bodily injury and property damage.
- 7.1.3 Umbrella or excess liability with a minimum limit of Two Million Dollars (\$2,000,000.00).
- 7.1.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than Five Hundred Thousand Dollars (\$500,000.00).
- 7.1.5 Professional Liability covering the ENGINEER's negligent acts, errors and omissions in its performance of services with policy limits of not less than Two Million Dollars (\$2,000,000.00) per claim and in the aggregate.
- 7.1.6 ENGINEER shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this section. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

SECTION 8 - MISCELLANEOUS

This Agreement together with the Exhibits and schedules identified herein constitute the entire agreement between OWNER and ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

SECTION 9 - EXCLUSIONS

1. As design professionals in private practice, our professional liability insurance limits the scope of services to exclude the following: Hazardous materials including, but not

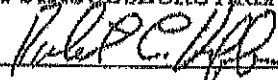
**AGREEMENT FOR RETAINER SERVICES FOR
EAST STROUDSBURG AREA SCHOOL DISTRICT**

limited to, asbestos, radon, lead and nuclear energy. However, we will provide the names of consultants providing the excluded services.

2. Engineer will not be responsible for any contractor or other personnel safety or security operations or practices. Any safety or security program issues shall not create any liability for Engineer.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER: EAST STROUDSBURG AREA SCHOOL DISTRICT

By: 

Printed Name: Robert C. Huffman

Title: Board President

Date: 11/19/18

ENGINEER: D'HUY ENGINEERING, INC.

By: _____

Printed Name: Arif Fazil

Title: President

Date: _____

VILD.1

Date	JT Lambert Camera Installation	North HS/Jairam Roof Project	North HS/Jairam ATC Upgrade	Police Roof Project	Pedestrian Flooring Replacement	JT Lambert Flooring Replacement	Statfield Lot Seal Coating	Date	North HS/Jairam Water Replacement	Totals
4/14/2020	6071 \$ 127,213.00		6/15/2019	2287 \$ 657,715.00	4/14/2020	595,890.00	4/14/2020	\$ 300,000.00	\$ 1,046,987.15	
3/25/2020	\$ 44,584.40	7/11/2019	3/15/2019	8/19/2019	5/27/2020	118,570.00	7/13/2020	208,850.00	\$ 1,558,243.75	
6/24/2020	\$ 43,181.00	7/11/2019	8/19/2019	8/19/2019	6/24/2020	65,700.00			\$ 40,755.82	
7/24/2020	\$ 38,456.60	9/12/2019	9/18/2019	9/18/2019	7/13/2020	78,746.50			\$ 24,825.04	
		9/12/2019	9/18/2019	9/18/2019	7/13/2020	78,746.50			\$ 1,326.28	
		9/12/2019	9/18/2019	9/18/2019	7/13/2020	78,746.50			\$ 2,371.60	
		11/27/2019	10/31/2019	10/31/2019	7/13/2020	22,698.00			\$ 840.00	
		8/24/2020	2/14/2020	12/19/2019					\$ 598.89	
		7/27/2020	8/5/2019	3/23/2020					\$ 840.00	
		8/19/2020	6/8/2019	6/24/2020					\$ 23,225.10	
		8/19/2020	6/8/2019	Change Order					\$ 2,537.28	
									\$ 25,000.20	
									\$ 495.00	
									\$ 52,367.60	
									\$ 2,788.37	
									\$ 7,285.04	
									\$ 1,950.14	
									\$ 12,000.18	
									\$ 35,000.48	
									\$ 24,500.27	
									\$ 34,188.21	
									\$ -	
									\$ -	
									\$ 22,466.24	
									\$ 504,664.85	
Total Payments to Date	\$ 127,213.00	\$ 6,382,236.14	\$ 2,384,742.11	\$ 654,064.57	\$ 259,416.50	\$ 525,084.00	\$ 30,172.05	\$ 200,850.00	\$ 10,176,022.85	
Left on Contract	\$ -	\$ 624,638.88	\$ 233,852.75	\$ 3,070.05	\$ -	\$ 10,716.00	\$ 11,044.36	\$ 69,250.00	\$ 1,046,987.15	
Completion Percentages	100%	91%	50%	100%	85%	89%	78%	77%	61%	

Date	JT Lambert Camera Installation	North HS/Jairam Roof Project	North HS/Jairam ATC Upgrade	Police Roof Project	Pedestrian Flooring Replacement	JT Lambert Flooring Replacement	Statfield Lot Seal Coating	Date	North HS/Jairam Water Replacement	Totals
2/28/2020	\$ 5,527.60	9/18/2019	1/15/2020	12/27/2019	3/21/2020	4,510.00	2/28/2020	15,584.24	\$ 16,081.48	
6/18/2020	\$ 680.00	9/18/2019	6/15/2019	8/19/2019	4/14/2020	5,784.75	6/18/2020	8,585.76	\$ 40,755.82	
6/18/2020	\$ 2,707.36	12/27/2019	6/15/2019	9/18/2019	6/24/2020	2,945.70	6/18/2020	5,975.50	\$ 24,825.04	
7/13/2020	\$ 672.05	3/17/2020	6/15/2019	9/18/2019	6/24/2020	8,800.30	7/13/2020	1,326.28	\$ 1,326.28	
		3/17/2020	6/15/2019	9/18/2019	6/24/2020	8,800.30	7/13/2020	2,371.60	\$ 2,371.60	
		3/17/2020	6/15/2019	9/18/2019	6/24/2020	8,800.30	7/13/2020	840.00	\$ 840.00	
		3/17/2020	6/15/2019	9/18/2019	6/24/2020	8,800.30	7/13/2020	598.89	\$ 598.89	
		6/5/2020	9/18/2019	9/18/2019	6/24/2020	8,800.30	7/13/2020	840.00	\$ 840.00	
		8/26/2019	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	23,225.10	\$ 23,225.10	
		8/26/2019	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	2,537.28	\$ 2,537.28	
		8/26/2019	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	25,000.20	\$ 25,000.20	
		9/27/2019	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	495.00	\$ 495.00	
		10/26/2019	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	52,367.60	\$ 52,367.60	
		11/21/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	2,788.37	\$ 2,788.37	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	7,285.04	\$ 7,285.04	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	1,950.14	\$ 1,950.14	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	12,000.18	\$ 12,000.18	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	35,000.48	\$ 35,000.48	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	24,500.27	\$ 24,500.27	
		2/24/2020	10/16/2019	10/16/2019	6/24/2020	8,800.30	7/13/2020	34,188.21	\$ 34,188.21	
									\$ -	
									\$ -	
									\$ 22,466.24	
									\$ 504,664.85	
Total Payments to Date	\$ 9,211.00	\$ 275,955.47	\$ 28,842.75	\$ 46,405.04	\$ 259,416.50	\$ 26,665.00	\$ 1,074.91	\$ -	\$ 1,074.91	
Left on Contract	\$ -	\$ 624,638.88	\$ 233,852.75	\$ 3,070.05	\$ -	\$ 10,716.00	\$ 11,044.36	\$ 69,250.00	\$ 1,046,987.15	
Completion Percentages	100%	91%	50%	100%	85%	89%	78%	77%	61%	

3746
 3446
 3746
 3446

Total Payments to Date
 Left on Contract
 Completion Percentages

VII.E.1

ESASD BUDGETED CAPITAL PLAN UPDATED 10/30/2020
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	2024-2025	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
Lehman Gym Floor, Power Vent Air Flow		\$153,490.00				\$153,490
HSN Gym Floor, Power Vent Air Flow & Ductible		\$15,880.00				\$15,880
North/Lehman Lighting Upgrades	\$120,900					\$120,900
Subtotal:	\$5,329,718	\$5,111,188	\$0	\$0		\$10,440,905

COMMITTEE REVIEWED CAPITAL PROJECTS	2019-2020	2020-2021	2021-2022	2022-2023	2024-2025	TOTAL
JM HILL INTERIOR GYM DOOR REPLACEMENTS		\$23,000				\$23,000
HSS Re-Grout Ceramic Tile Pool Shell	\$69,000					\$69,000
HSS Swimming Pool Repairs						
JTL Auditorium Refurbishment	\$225,000					\$225,000
North Campus Paving	\$839,701	\$839,701	\$839,701	\$839,701		\$3,358,804
HSS Field House Repairs/Upgrades		\$1,853,495				\$1,853,495
JTL Replace Exterior Dust Collector		\$42,000				\$42,000
JTL New Cinder Track & Curb		\$80,000				\$80,000
Bushkill HVAC Upgrades-Pneumatics/Boilers/Chiller			\$1,000,000			\$1,000,000
Resica Paving Mill/Overlay Repairs			\$192,500	\$192,500		\$385,000
HSS Gymnasium Lighting Upgrades			\$68,250	\$68,250		\$136,500
HSS Stadium Turf Replacement			\$400,000	\$400,000		\$800,000
Smithfield Lighting Upgrades						
Cafeteria/Gym/Auditorium/Lobby/Library				\$93,200		\$93,200
MSE Lighting Upgrades Lobby/Gym				\$50,000		\$50,000
HSS Interior Lighting Upgrades, Classrooms, Hallways, Library, Cafe				\$500,665		\$500,665
MIDDLE SMITHFIELD SNOW GUARDS		\$12,000				\$12,000
LEHMAN EXT. DOORS/CAFE WINDOWS		\$30,000				\$30,000
HSN EXT. DOORS/CAFE WINDOWS		\$35,000				\$35,000
ESE PA SYSTEM					\$25,000	\$25,000
HSS PA SYSTEM					\$65,000	\$65,000
Middle Smithfield Filtration System						
Resica Filtration System						
Bushkill Carpet Replacement						

Lehman Carpet Replacement																							
JM Hill Replace Gym Fiberboard Ceiling																					\$25,000	\$25,000	
																					\$2,169,316	\$2,169,316	
Subtotal:																						\$90,000	\$90,000
Grand Totals:																						\$90,000.00	\$18,781,319.00

COMPLETED CAPITAL PROJECTS	2019-2020	2020-2021	2021-2022	2022-2023	2024-2025	TOTAL
HSS Stage Floor Replacement	\$58,680					\$58,680
JTL Stage Floor Replacement	\$36,400					\$36,400
HSS Batting Cages		\$23,650				\$23,650
Camera System Upgrades (ESE)		\$133,945.00				\$133,945
Camera System Upgrades(North Campus)	\$767,537					\$767,537
SMI PA System Replacement		\$23,590				\$23,590
RESICA EXTERIOR DOOR		\$6,245				\$6,245
HSS EXTERIOR STADIUM DOORS		\$13,940				\$13,940
HSS Javelin Runway Resurfacing		\$18,000				\$18,000
HSN Wrestling Room (Wall Pads, Mats & Install)		\$23,599.00				\$23,599
Camera System Upgrades(South Campus)	\$675,406					\$675,406
Resica Gutters & Downspouts	\$30,000					\$30,000
Resica Shingle Roof Replacement&Flat Rubber Roof	\$667,715					\$667,715
Resica Carpet Replacement		\$303,780.00				\$303,780
JTL Carpet Replacement		\$535,800.00				\$535,800
JM HILL HANDWASH SINKS CAFETERIA		\$7,785				\$7,785
Smithfield Playground	\$30,000					\$30,000
Subtotal:	\$2,265,738	\$1,090,334.00	\$0	\$0	\$0	\$3,356,072

Capital Fund Balance as of July 1, 2019
 Expended, Budgeted and Reviewed Capital Projects
 Balance

	\$29,175,162.00
	\$22,137,390.86
	\$7,037,771.14



East Stroudsburg Area School District

Creating the Future!



Carl T. Secor Administration Center

50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Dr. William Vitulli
Assistant Superintendent for District
Programs

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

Mr. Thomas J. McIntyre,
Chief Financial Officer

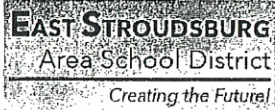
Mr. Robert Romagno
Supervisor of Environmental Services

Property and Facilities Committee Meeting

November 3rd, 2020

Environmental Services

- Power washing - On Wednesdays custodial staff have been power washing the exterior of the buildings throughout the district. Cleaning of the exterior of the buildings is ongoing. I can report that the South High School troubled areas, such as above the main entrance and around the pool entrance, Resica main entrance and bus lot entrance and the majority of E.S.E. has been completed. We will be working on Smithfield and Middle Smithfield next.
- Physical Inventory - As of Friday, 10/30, a physical inventory of all paper products and custodial consumables will be completed. Our physical inventory is entered into a master inventory sheet and then cross checked with our current numbers in the Inventory Direct software.
- COVID-19 - Daily disinfecting touch points 4x daily is still the standard throughout all buildings. In addition to the standard cleaning, disinfecting, and fogging, extra fogging and disinfecting has been done this past week in the transportation offices and South High School. As the result of elevated cases we:
 - fog the building in its entirety.
 - standard cleaning and disinfecting
 - detailed cleaning on touchpoints
 - clean windows/glass to clean off any residue left by the fogging
 - clean hallway walls with disinfectant
 - sanitize hallway floors with floor machines



Rebecca Lopez <rebecca-lopez@esasd.net>

Property & Facilities Meeting*Grounds Report*

Daryle Miller <daryle-miller@esasd.net>

Fri, Oct 30, 2020 at 1:55 PM

To: William Riker <william-riker@esasd.net>

Cc: Eric Forsyth <eric-forsyth@esasd.net>, Rebecca Lopez <rebecca-lopez@esasd.net>

- Mowing - Mow all buildings on an every other week basis from a weekly basis starting early October. Continue weekly mowing of all athletic fields , High School North , High School South , JTL and Lehman.
-
- Athletic fields fall prep - Begin deep tine aerification to all grass athletic fields, fall seed and fertilizer application to all athletic fields
-
- District Infields - layout and edge infields of all District Baseball and Softball infields . Add infield mix (clay) as needed . Drag and groom each infield to be game ready for spring sports season
-
- Leaf removal - District wide leaf removal as needed
-
- Pothole repair - District wide pothole repair. Hot box machine utilized along with a tamper machine to add hot patch to holes and tamp in.
-
- Fall sports - Continue to paint and set up for all outdoor sport events such as Football , Soccer , Field Hockey , Cross Country
-
- Moving - Continue to move District supplies as needed

On Fri, Oct 30, 2020 at 12:23 PM William Riker <william-riker@esasd.net> wrote:

[Quoted text hidden]

[Quoted text hidden]

FACILITIES DEPARTMENT SUMMARY OCTOBER 2020

- **HIGH SCHOOL NORTH GYM FLOOR** - Miller Flooring has ordered the materials to complete the metal floor trim at each entrance door as well as the water resistant materials required to complete the areas directly surrounding the water fountain locations. Miller will install materials once received. This does not affect the current use of the court.
- **LEHMAN GYM FLOOR** - Install of the maple flooring has been completed. The flooring directly underneath each set of bleachers has been sealed and polyurethaned and bleachers have been returned and secured in place. Floor sanding of the playing surface took place this week and sealer will be applied in preparation for game line/graphic painting.
- **MIDDLE SMITHFIELD ELEMENTARY** - Labor & Industry has granted the District a January 29, 2021 extension.
- **CAFETERIA HAND WASH SINKS** - Two (2) hand wash sinks have been ordered for Middle Smithfield Elementary and will be installed by ESASD maintenance once received. This will include all of the necessary plumbing requirements. High School North, Lehman and High School South sink(s) locations are currently being investigated by D'huy Engineering in regards to water line and draining needs. D'Huy has located such on the plans and have added preliminary piping/plumbing needs for each sink(s) location. This is currently being reviewed internally through D'Huy Engineering.
- **HIGH SCHOOL NORTH BOILER/WATER HEATER** - This project is now complete. Both boilers are operational and have been operating properly without any further issues. D'huy Engineering is waiting on the Labor & Industry inspector to return on site for final inspection
- **LEHMAN INTERMEDIATE RECEPTION WINDOW** - Maintenance has completed the demo/cut out of the block wall, installed a new steel header and completed the window framing. This is located between the two sets of doors located at the main entrance. Plexiglass has been installed temporarily and will be replaced with glass once the materials are received. Window trim will be added upon completion of glass installation. The system is currently in a usable state.
- **NORTH CAMPUS SEWER PLANT** - On 10/19/2020 D'Huy Engineering submitted the application modules, report and drawings to the DEP. Originally DEP stated that this permit application would replace the existing permit due to changes that have occurred since the original 1997 application. After review, DEP has now determined that this will be handled as a permit *amendment*. A new permit would require additional work to re-permit the wastewater treatment facility and land application areas.

FACILITIES DEPARTMENT SUMMARY OCTOBER 2020

The amended permit will reduce the number of Discharge Monitoring Reports (DMR) per year. The above information is good news for the District in that the permits are in order and the process is moving forward.