



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

Dr. William R. Riker
Superintendent

Mr. Craig D. Neiman
Chief Financial Officer

Mr. Tim Sample
Vice President and General Manager
Mid-Atlantic Region
Trane U.S. Inc.
3909 Tecport drive
Harrisburg, PA 17111

Dear Mr. Sample:

In order to facilitate the District's requested installation schedule for a Trane Comprehensive Solution, the District requests Trane to complete the Engineering design process for the HVAC system replacement project. The project will incorporate various improvement measures as identified and discussed with District leadership, including the replacement of the existing system with a modern heating, air conditioning and ventilation system with Indoor Environmental Quality (IEQ) improvements at Bushkill Elementary School. Consequently, upon Trane's written acceptance below, this letter serves as the authorization by the District for Trane to start the evaluation at Bushkill Elementary School. The scope of services is listed in the Attachment 1 - Pre-Authorization Scope of Work.

The District and Trane will enter into a Contract Agreement within thirty (30) days of delivery of the entire Agreement by Trane to the District for the scope of work described above. However, in the event the district does not enter into the Agreement within the thirty (30) days day period, the district agrees to pay Trane the price of the engineering and related services performed by Trane in the amount of **\$19,771.00**. All amounts payable hereunder shall be paid net 10 days date from the date of invoice.

The district agrees that, except as modified herein, the services performed by Trane pursuant to this letter will be performed in accordance with the terms and conditions of the Agreement.

Sincerely,
East Stroudsburg Area School District

Acceptance by Trane

By: _____
Customer Representative Name
Its: Title of Customer Representative

By: _____
Mr. Tim Sample
Vice President and General Manager,
Mid-Atlantic Region

Dated: _____ Dated: _____

ATTACHMENT 1 - Pre-Authorization Scope of Work:

Mechanical, Electrical and Structural Engineering

In general terms the proposed project entails replacing and upgrading the building HVAC systems as well as associated utilities for East Stroudsburg Area School District's Bushkill Elementary School. The initial focus for engineering Bushkill ES in preparation of a summer 2022 project.

During the Engineering Review Phase, we will provide the services as listed below.

1. Meet with you and your client to establish study criteria for the project.
2. Review of existing HVAC system documentation.
3. Evaluate unit ventilators and air handling units for the following IEQ Improvements.
 - a. Ability to provide optimal filtration minimum MERV 13 to adhere to ASHRAE guidance
 - b. Ability to provide active dehumidification adhere to ASHRAE guidance
 - c. Ability to provide code required ventilation rates adhere to ASHRAE guidance
 - d. Ability to provide UV in the air handling units adhere to ASHRAE guidance
4. Review of replacement building management system/sequences proposed by you for code compliance.
5. Prepare a final letter report outlining our findings and recommendations.
6. Review the report with you and others you may designate

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below.
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers.
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

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

1. **Acceptance; Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that

the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

10. 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.

11. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

12. 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.

13. 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.

14. 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.

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

16. 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).

17. 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.

18. 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.

19. COVID-19 LIMITATION ON LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.

20. 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.

21. 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 OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 1.2 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(a)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 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.

27. 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(0720)

Supersedes 1-26.251-10(0620)

V.I.B.1

PROPOSED ESSERS 2023 SUMMER PROJECTS

- HSN/Lehman - Rooftop HVAC Units Replacement \$4,000,000
(18 Air Handler Units)

- Resica Elementary - Univents Replacement \$1,500,000
(Replace 37 Individual Univents with New Univents
equipped with dehumidification components)

Summer 2023 Essers Projects total	\$5,500,000
Summer 2022 Essers Projects (approved) total	\$4,579,500
	<hr/>
	\$10,079,500

9/27/21

V.I.C.I



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

INVOICE

No. 53602
08/27/2021

East Stroudsburg Area School District

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

High School North Roof Replacement - Forensic Investigation
287010.1
For Services Rendered From July 31, 2021 To August 27, 2021

01 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$12,600.00	\$8,012.82	66.81	\$405.00

02 - Contingency Fee

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$10,000.00	\$0.00	0.00	\$0.00

INVOICE TOTAL \$405.00

V.I.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. 53803
08/27/2021

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 July 31, 2021 To August 27, 2021
DEI Fee = \$17,500 (7.5% of Estimated Construction Cost \$200,000 + \$2,500)

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$17,500.00	\$17,500.00	100.00	\$0.00

01 - DEP Application for Public Water Service

Professional Services

	Task	Hours	Rate	Amount
Engineer In Training	Meetings	47.00	90.00	\$4,230.00
Senior Principal	Project Administration	2.00	190.00	\$380.00
Total Professional Services for 01				\$4,610.00
Total Charges for 01				\$4,610.00

INVOICE TOTAL \$4,610.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
53336	7/30/2021	\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00
Total Prior Billing		\$2,300.00	\$0.00	\$0.00	\$0.00	\$2,300.00

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. 53604
08/27/2021

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 July 31, 2021 To August 27, 2021</p>
<p>DEI Fee = \$38,488.35 (7% of Construction Cost \$549,833.60)</p>

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$38,488.35	\$38,475.31	100.00	\$13.04

01 - DEP Application for Public Water Service

Professional Services

	Task	Hours	Rate	Amount
Engineer In Training	Meetings	6.50	90.00	\$585.00
Total Professional Services for 01				\$585.00
Total Charges for 01				\$585.00

Reimb - Reimbursable Submission Fees

INVOICE TOTAL \$598.04

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. 53605
08/27/2021

East Stroudsburg Area School District

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

High School South Pool Repairs
287024
For Services Rendered From July 31, 2021 To August 27, 2021

DEI Fee: \$2,500 + 7% of \$380,760 = \$29,152.50

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$29,152.50	\$24,779.63	90.00	\$1,457.62

INVOICE TOTAL \$1,457.62

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
53337	7/30/2021	\$1,457.63	\$0.00	\$0.00	\$0.00	\$1,457.63
Total Prior Billing		\$1,457.63	\$0.00	\$0.00	\$0.00	\$1,457.63

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. 53808
08/27/2021

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

High School North & Lehman I.S. Window Replacement
287025
For Services Rendered From July 31, 2021 To August 27, 2021
DEI Fee: \$4,000 + 7% of \$560,000 = \$43,200

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$43,200.00	\$28,080.00	75.00	\$4,320.00

INVOICE TOTAL \$4,320.00

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
53338	7/30/2021	\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00
Total Prior Billing		\$2,160.00	\$0.00	\$0.00	\$0.00	\$2,160.00

V.I.C. 6



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

INVOICE
No. 53607
08/27/2021

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

Lehman I.S. & Bushkill E.S. Flooring Replacement
287026
For Services Rendered From July 31, 2021 To August 27, 2021
DEI Fee: 7% of \$873,178 = \$61,122.46

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$61,122.46	\$48,897.97	90.00	\$6,112.24

INVOICE TOTAL \$6,112.24

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
53339	7/30/2021	\$6,112.25	\$0.00	\$0.00	\$0.00	\$6,112.25
Total Prior Billing		\$6,112.25	\$0.00	\$0.00	\$0.00	\$6,112.25

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. 53808
08/27/2021

East Stroudsburg Area School District

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

J.M. Hill Entrance Vestibule Renovation
287028
For Services Rendered From July 31, 2021 To August 27, 2021
DEI Fee: \$2,500 + 7.5% of \$138,286 = \$12,871

00 - Basic Services

<u>Contract Amount</u>	<u>Previously Billed</u>	<u>% Complete</u>	<u>Invoice Amount</u>
\$12,871.00	\$11,583.90	95.00	\$643.55

INVOICE TOTAL \$643.55

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>
53340	7/30/2021	\$643.55	\$0.00	\$0.00	\$0.00	\$643.55
Total Prior Billing		\$643.55	\$0.00	\$0.00	\$0.00	\$643.55

V.I.C. 8 (1 of 2)



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

INVOICE

No. 53667
08/31/2021

East Stroudsburg Area School District

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

East Stroudsburg Area School District - Additional Retainer Tasks
287001.01
For Services Rendered From August 28, 2021 To August 31, 2021

02 - Wetland Delineation at Resica Elementary School

Outside Services

	Date	Unit Rate	Qty	Markup	Amount
Valley Environmental Services, Inc VES Inv #2256 - \$1195.00	8/13/2021	1,195.00	1.00	1.10	\$1,314.50
Total Outside for 02					\$1,314.50
Total Charges for 02					\$1,314.50

INVOICE TOTAL \$1,314.50

V1. C. 8 (2 of 2)

Valley Environmental Services, Inc.
3282 Hope Drive
Emmaus, PA 18049
jason@valenv.com / jeff@valenv.com
www.valenv.com



VALLEY
ENVIRONMENTAL SERVICES, INC.

INVOICE

BILL TO

D'Huy Engineering, Inc.
One East Broad Street, Suite
310
Bethlehem, PA 18018

INVOICE # 2256
DATE 08/12/2021
DUE DATE 09/11/2021
TERMS Net 30

DESCRIPTION	QTY	RATE	AMOUNT
Wetlands 8/12/21 - Detailed Wetland Evaluation (Delineation) in Area of Proposed Public Water Service Connection. Prepare & Submit Field Markup for Survey.	1	1,195.00	1,195.00

East Stroudsburg Area School District - Resica E.S.
1 Gravel Ridge Road, East Stroudsburg
Middle Smithfield Twp., Monroe Co., PA
VES Job No. 21-260

BALANCE DUE

\$1,195.00

APPLICATION and CERTIFICATE for PAYMENT

V.I.D.1

To: ESASD

Project: High School South Pool Repair

Application No: 2

Distribution to:

- OWNER
- CONSTRUCTION MGR.
- ARCHITECT
- CONTRACTOR
- OTHER

App. Date: September 21, 2021

Period to:

Project Nos: DEI 287024

Contract Date:

From: All State Technology, Inc.

Contract For:

Via Architect

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM 380,750.00
2. Net Change By Change Orders 29,850.00
3. CONTRACT SUM TO DATE 410,600.00
4. TOTAL COMPLETED AND STORED TO DATE 281,700.00

CONTRACTOR: All State Technology, Inc.
 By: *Luanne Adams* Date: 9/27/2021
 Luanne Adams

5. RETAINAGE:

- a. of Completed Work 24,185.00
- b. of Stored Material 1,000.00

State of: New Jersey County of: Morris
 Subscribed and sworn before me this 22 day of Sept 2021

6. TOTAL EARNED LESS RETAINAGE 25,185.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 256,515.00
8. CURRENT PAYMENT DUE 121,500.00

My Commission expires: 12.15.22

9. BALANCE TO FINISH, INCLUDING RETAINAGE 135,015.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	29,850.00	
Total approval this Month	0.00	0.00
TOTALS:	\$ 29,850.00	\$ 0.00
NET CHANGES by Change Order	\$ 29,850.00	

AMOUNT CERTIFIED **\$ 135,015.00**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *Marshall H. Johnson* Date: 9/28/21

MARSHALL H. JOHNSON
 Notary Public of New Jersey
 My Commission Expires December 15, 2022

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

CONTINUATION SHEET G703

PROJECT: High School South Pool Repair

All State Technology, Inc.

Page 1 of 1

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached.

APPLICATION NUMBER: 2

APPLICATION DATE: September 21, 2021

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:

PROJECT NUMBER: DEI 287024

A Item #	B Description of Work	C Scheduled Value	D Work Completed		E Completed This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H Balance to Finish	I Retainage	
			From Previous Application(s)							
1	Mobilization	18,000.00	18,000.00		0.00		18,000.00	100.00	0.00	
2	Demo of pool floor	30,000.00	22,500.00		7,500.00		30,000.00	100.00	3,000.00	
3	Demo of tile	20,000.00	18,000.00		2,000.00		20,000.00	100.00	2,000.00	
4	demo of gutter fittings and pipes	25,000.00	22,500.00		2,500.00		25,000.00	100.00	2,500.00	
5	install new pool floor	75,000.00			67,500.00		67,500.00	90.00	7,500.00	
6	install new tile	20,000.00			0.00	10,000.00	10,000.00	50.00	10,000.00	
7	replace gutter pipes	55,000.00	41,250.00		13,750.00		55,000.00	100.00	5,500.00	
8	repair cracks	10,000.00			0.00		0.00	0.00	0.00	
9	new gutter bulkhead and grates	55,000.00			0.00		0.00	0.00	0.00	
10	new pool ladders & main drains	17,000.00			13,600.00		13,600.00	80.00	3,400.00	
11	new filter room controls	18,000.00			0.00		0.00	0.00	18,000.00	
12	new pool finish	25,000.00			0.00		0.00	0.00	25,000.00	
13	allowance	12,750.00	12,750.00		0.00		12,750.00	100.00	0.00	
14	start up	0.00			0.00		0.00		0.00	
15	CO 1-4	29,850.00			29,850.00		29,850.00	100.00	0.00	
GRAND TOTAL:		410,600.00	135,000.00	136,700.00	136,700.00	10,000.00	281,700.00	68.61	128,900.00	25,185.00

A=Line Item Number

B=Brief Item Description

C=Total Value of Item

D=Total of D and E From Previous Application(s) (If Any)

E=Total Work Completed For This Application

F=Materials Purchased and Stored for Project

G=Total of All Work Completed and Materials Stored for Project

H=Remaining Balance of Amount to Finish

I=Amount Withheld from G

V.I.D. 2

Invoice: 311982187

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

To: EAST STROUDSBURG SCHOOL DIST
 CONTRACT NAME: ESASD JT LAMBERT POD
 APPLICATION NO: 02
 APPLICATION DATE: 27-AUG-2021
 PERIOD TO: 31-AUG-2021
 CUST PO NO: Signed proposal

From: Trane
 1185 NORTH WASHINGTON STREE
 WILKES BARRE, PA 18705
 CONTRACT LOCATION: 2000 MILFORD ROAD
 EAST STROUDSBURG, PA 18301
 CONTRACT DATE: 21-DEC-2020
 CONTRACT NO: CID000087504

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract

1 ORIGINAL CONTRACT SUM: \$31,969.00

2 NET CHANGE BY CHANGE ORDERS: \$0.00

3 CONTRACT SUM TO DATE (Line 1 +/- 2) \$31,969.00

4 TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet) \$31,969.00

5 RETAINAGE: a. 0.00% of Completed Work: \$0.00
 b. 0.00% of Stored Material: \$0.00
 Total Retainage: (Line 5a+5b or Total in Column I of Detail Sheet) \$0.00

6 TOTAL EARNED LESS RETAINAGE: (Line 4 less Line 5 Total) \$31,969.00

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 from prior Certificate) \$12,000.00

8 CURRENT PAYMENT DUE: (Before Applicable Sales Taxes) \$19,969.00

9 BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less line 6) \$0.00

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$19,969.00
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS:	\$0.00	\$0.00

CERTIFIER: _____ Date: _____
 BY: _____
 ACCEPTANCE: _____ Date: _____
 BY: _____
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.

Invoice: 311982187

DETAIL SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT,
Containing Certification is attached

APPLICATION NO: 02
APPLICATION DATE: 27-AUG-2021
PERIOD TO: 31-AUG-2021

CUST PO NO:
CONTRACT DATE: 21-DEC-2020
CONTRACT NO: CID00087504

A No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)						
1	Stored Material and Equipment	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00
2	Installation	19,969.00	0.00	19,969.00	0.00	0.00	19,969.00	0.00	0.00
	TOTAL	31,969.00	12,000.00	19,969.00	0.00	0.00	31,969.00	0.00	0.00

VII.B.1

ESASD PROJECT APPROVAL & MANAGEMENT PLAN REPORT

SECTION 1: PROJECT INFORMATION

PROJECT NAME	MES/RES Water Filtration
PROJECT LOCATION	Middle Smithfield Elementary and Resica Elementary
ESTIMATED PROJECT COST	\$170,000.00
DATE OF RECOMMENDATION TO PROPERTY & FACILITIES COMMITTEE	August 2018
DATE OF RECOMMENDATION FROM PROPERTY & FACILITIES COMMITTEE TO FINANCE COMMITTEE	September 2021
DATE OF FINANCE COMMITTEE RECOMMENDATION TO SCHOOL BOARD	September 2021
FINAL SCHOOL BOARD APPROVAL DATE	September 2021

SECTION 2: PROJECT MANAGEMENT PLAN (PMP)

LEAD ENGINEERING FIRM NAME and/or DIRECTOR	Scott Ihle Supervisor of Facilities Josh Grice D'Huy Engineering
PROJECT DESCRIPTION/STATEMENT OF WORK	Tie in filters to current water system
DISTRICT RESOURCES REQUIRED	Project oversight
FACILITIES COORDINATION PLAN	Oversight of project and monthly construction meetings
PROJECT RFP/IFB SPECIFICATIONS FOR COMMITTEE REVIEW DATE	September 2021

ESASD PROJECT APPROVAL & MANAGEMENT PLAN REPORT

SECTION 3: MILESTONE PLAN

MILESTONE	
PROJECT RFP/IFB ISSUE/ADVERTISEMENT DATE	July 28,2021
CONTRACT AWARD-BUSINESS NAME & DATE	Leon Clapper Plumbing, Heating, and Water Conditioning
INITIAL PROJECT START DATE	TBD
50% PROJECT COMPLETION DATE	TBD
FINAL PROJECT COMPLETION DATE	TBD
FINAL PROJECT COST	TBD

VII.C.1

JM Hill Elementary School Cornice Conditions:

JM Hill Elementary School's addition was built in 1993. Around the perimeter of the addition is an EIFS/Dryvit cornice that over the years has deteriorated. EIFS stands for "Exterior Insulated Finish System", which is comprised of a foam insulation core and a stucco finish. In numerous locations, the EIFS cornice has sustained damage to the stucco finish and foam core. East Stroudsburg Area School District Facilities Department has made repairs to the Addition's cornice, due to safety concerns of falling debris near the playground and multiple emergency exits.

Based on the on-site visual assessment, damage to the cornice appears to be caused by water infiltration and damage from wildlife. Water infiltration can result from deteriorated sealant joints, metal flashing deficiencies above the cornice, or cracks in base or finish coats of EIFS. Damage from wildlife can be found in numerous locations around the cornice; bird and squirrel nests have created large holes in the foam core. These holes create openings for water infiltration and are responsible for debris falling from the cornice. Evidence can be found in the photos below.

The condition behind the EIFS/Dryvit cornice is comprised of 3 courses of concrete masonry units (CMU) with a recessed metal track to receive the EIFS/Dryvit cornice system. There are approximately 335 Linear Feet of cornice around the addition. When the existing cornice is removed there will be 670 Square Feet of surface area to be covered.

Repair solutions to be considered:

- EIFS/DRYVIT Cornice: This solution would essentially remove and replace the cornice with a new system. While this solution would address the finish and sealant joint conditions, it will not prevent future deterioration from weather or wildlife activity that could again damage the soft foam core of the system.
- Stucco Finish: The existing CMU wall behind the EIFS cornice could be covered with a stucco finish or similar weather-resistant cladding. This solution would alter the appearance of the building exterior to remove the cornice projection provided by the foam core. However, a contrasting color could be provided to mimic the stone appearance given by the EIFS cornice, and would prevent future deterioration of a foam core by weather or wildlife.
- Exterior Painting: The existing cornice pieces could be removed, and the CMU block patched and painted. This would be the most cost-effective solution, but would result in the size and shape of the CMU block to be visible around the building addition. This may not be an ideal solution aesthetically; before committing to this option, DEI recommends that a small sample area be prepared so ESASD can evaluate the appearance.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair.



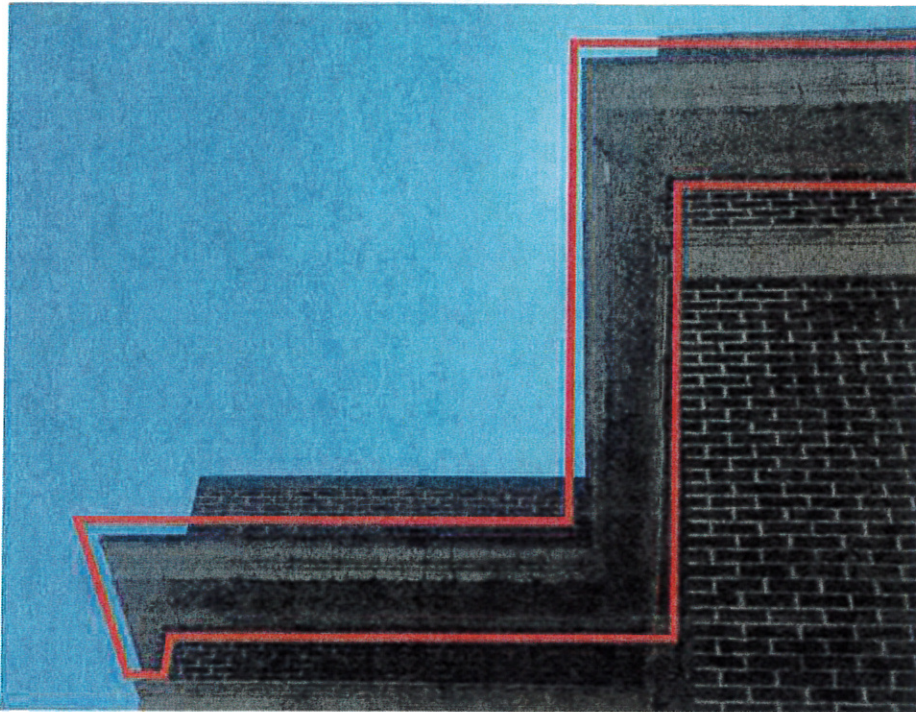
JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair.



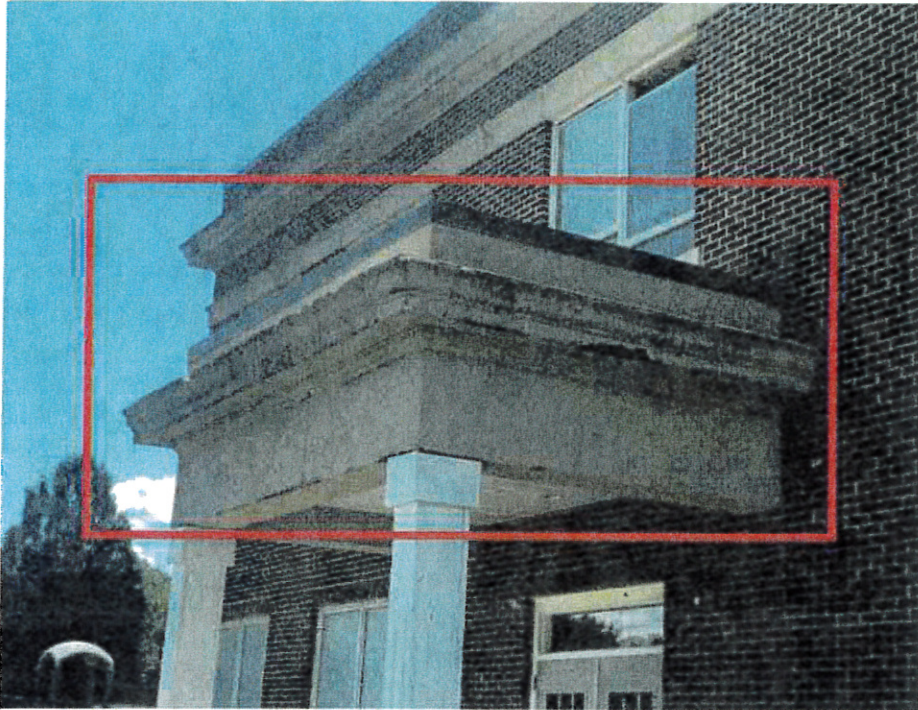
JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



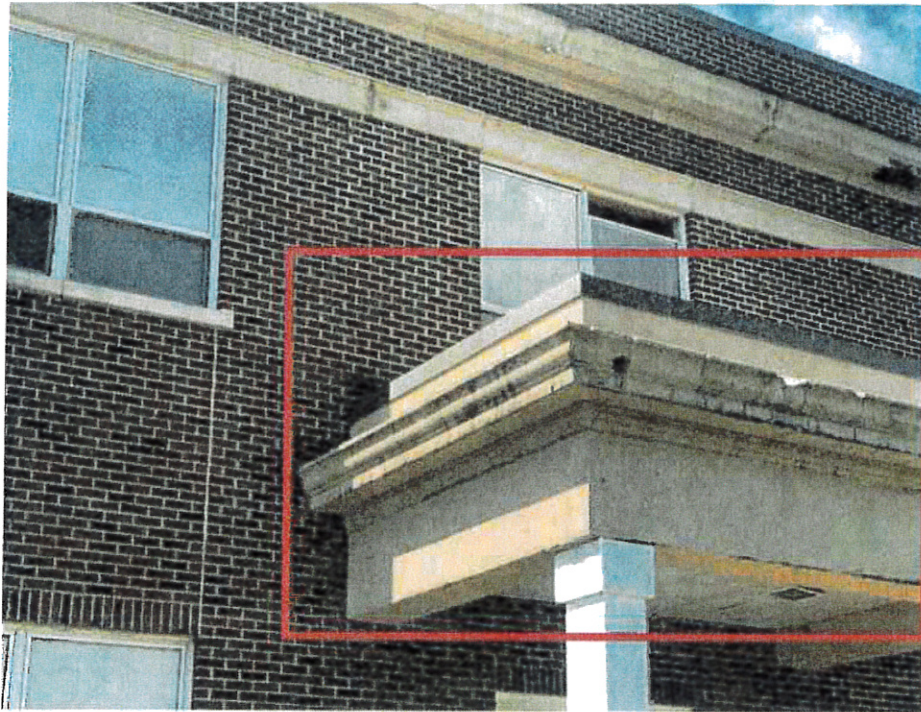
JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice cracked and joints in need of repair



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing through wall flashing in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice.



JM Hill School: Addition – Existing EIFS finish at frieze cracked and joints in need of repair.



JM Hill School: Addition – Existing EIFS finish delaminated from cornice. Existing EIFS finish at cornice and frieze cracked and joints in need of repair.

VII.E.1

ESASD BUDGETED CAPITAL PLAN UPDATED 9/28/21
 Capital Fund Beginning Balance, July 1, 2019

BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	TOTAL
North/Lehman Lighting Upgrades	\$120,900.00					\$120,900.00
JM Hill Vestibule & Gym Doors	\$138,286.00					\$138,286.00
HSN/LIS Curtainwall and Storefront	\$560,000.00					\$560,000.00
N.Campus Lagoon Liner Replacement	\$6,728,333.60					\$6,728,333.60
HSS Pool Repairs	\$410,600.00					\$410,600
MSE/RES Water Filtration System	\$170,000					\$170,000
LIS Gym Flooring (includes alternate #1 for \$124,449)	\$156,460.00					\$156,460.00
HSN Gym Floor, Power Vent Air Flow & Deductible	\$15,380.00					\$15,380.00
Grand Total:	\$8,299,959.60	\$0	\$0	\$0	\$0	\$8,299,959.60
COMMITTEE REVIEWED CAPITAL PROJECTS						
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 New Cinder Track & Curb	\$80,000					\$80,000
Resica Paving Mill/Overlay Repairs	\$400,000					\$400,000
HSS Gymnasium Lighting Upgrades		\$68,250				\$68,250
HSS Stadium Turf Replacement		\$410,000				\$410,000
Smithfield Lighting Upgrades		\$93,200				\$93,200
MSE Lighting Upgrades Lobby/Gym		\$50,000				\$50,000
HSS Interior Lighting Upgrades, Classrooms, Hallways, Library,		\$500,665				\$500,665
Middle Smithfield Snow Guards	\$12,000					\$12,000
ESE PA System			\$25,000			\$25,000
HSS PA System			\$65,000			\$65,000
JM Hill Replace Gym Fiberboard Ceiling		\$25,000				\$25,000
East Stroudsburg Elementary Flat Roof (3,000 sq ft)					TBD	
High School South Stadium Roof (12,991 sq ft)					TBD	
JM Hill Elementary Roof (27,800 sq ft) (RESTORE 30-yr warranty)					\$365,000	\$365,000
Smithfield Elementary Flat Roofs (48,500 sq ft)					TBD	
Bushkill Elementary Flat Roof (4,800)					TBD	
HSS Stadium Boilers (2) Replacement			TBD			
HSS Stadium DHW Boiler Replacement			TBD			
JT Lambert DHW Boiler Replacement					TBD	
Middle Smithfield DHW Boiler Replacement				TBD		

Resica Generator (Propane)							\$29,400												29,400
JT Lambert Generator (Natural Gas)									\$25,900										25,900
Grand Total:			\$492,000	\$4,065,311	\$955,601	\$869,101	\$1,204,701												\$7,586,714

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	TOTAL
COMPLETED CAPITAL PROJECTS						
HSS Stage Floor Replacement						\$32,500
JTL Stage Floor Replacement						\$36,400
HSS Batting Cages						\$23,650
Camera System Upgrades (ESE)						\$133,945
Camera System Upgrades(North Campus)						\$767,537
SMI PA System Replacement						\$23,590
Resica Exterior Door						\$6,245
HSS Exterior Stadium Doors						\$13,940
HSS Javelin Runway Resurfacing						\$18,000
HSN Wrestling Room (Wall Pads, Mats & Install)						\$23,600
Camera System Upgrades(South Campus)						\$675,406
Resica Gutter and Roof Replacement						\$639,159
Resica Carpet Replacement						\$277,610
JTL Carpet Replacement						\$535,800
ATC Replacement HSN/LJS						\$2,838,638
JM Hill Handwash Sinks Cafeteria						\$7,785
Smithfield Playground						\$30,000
HSN Water Heater						\$88,260
HSN/LJS Roof Replacement						\$7,008,635.00
JTL Pod HVAC	\$31,969.00					\$31,969.00
Bushkill Carpet Replacement	\$309,487.00					\$309,487.00
Lehman Carpet Replacement	\$520,933.00					\$520,933.00
Grand Total:	\$862,389	\$0	\$0	\$0	\$0	\$14,043,089

Capital Fund Balance as of July 1, 2019

Expended, Budgeted and Reviewed Capital Projects

Balance

VII.F.1

FACILITIES DEPARTMENT SUMMARY SEPTEMBER 2021

- Conducted interviews for open maintenance position.
- M.S.E./Resica water filtration bid opening
- HSN/Lehman window systems project meeting
- Bushkill Elementary HVAC controls project meeting with TRANE
- HSN Natatorium project meeting with D'Huy Engineering



VII.F.2
**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 Vinelli
Assistant Superintendent for District
Programs

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

Mr. Robert Romagno
Supervisor of Environmental Services

Property and Facilities Committee Meeting
September 2021
Environmental Services

- Daily cleaning and disinfecting
- Fall sports/events set up and clean up
- Resica and Bushkill gyms completed by Miller Flooring
- HSS pool project (D'huy's update)

VII.F.3



East Stroudsburg Area School District
Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 Fax (570) 421-4968
www.esasd.net

Dr. William R. Riker, Superintendent

Dr. William Vitulli, Assistant
Superintendent for Districts Programs

Mr. Brian Baddick, Assistant
Superintendent for Pupil Services

Mr. Craig Nelman, Chief Financial Off

Mr. Eric Forsyth, Director of
Administrative services

Daryle Miller
Grounds Supervisor

GROUNDS

- Continue prepping all fall sports fields for games
-
- continue our mowing crew throughout the Dist.

- Cutting brush as and where needed

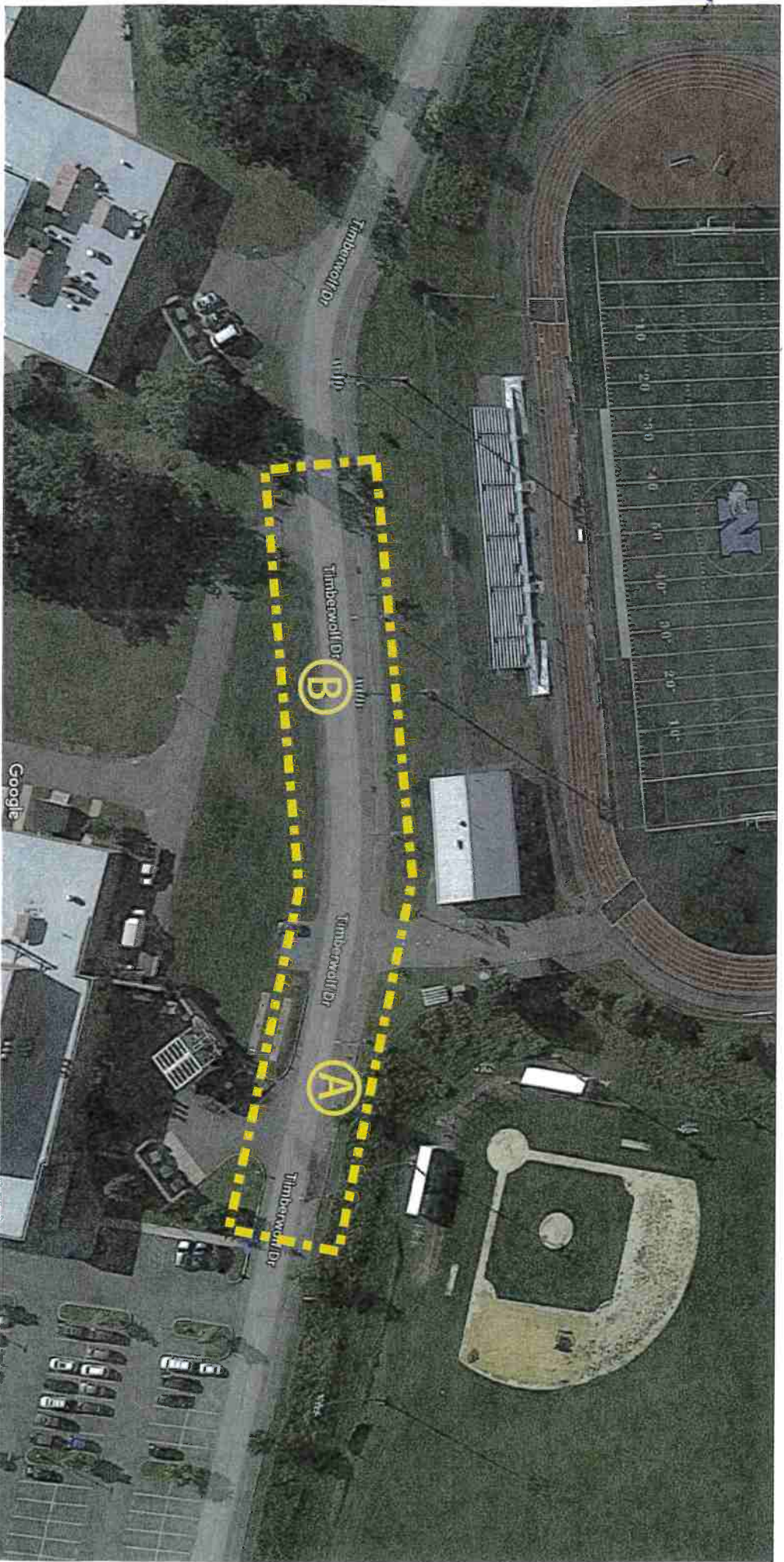
- Continue moving District supplies as needed
- Begin process of servicing District snow blowers

East Stroudsburg Area S.D.

North Campus Storm Water Piping

Initial Repair Area for Summer 2022

Preliminary Estimate \$110K - \$150K



Section Protocol

SECTION NAME: CB10 - CB11	SECTION NUMBER: 10	CATALOG NAME: NASSCO PACP-4 United States
CUSTOMER: DHUY ENGINEERING	PROJECT LEADER: STEW ELEFThERIOU	CONTRACTOR: MASTER LOCATORS



Photo File CB10 - CB11_0003.bmp
 Code: XP
 Meter Value: 40.41 ft
 Text: Collapse Pipe Sewer, 100 % lost, PIPE APPEARS TO BE COLLAPSED FROM THE TOP AND IS COMPLETELY FILLED WITH STONE

Section Protocol

SECTION NAME: CB28 - CB11 ?	SECTION NUMBER: 28	CATALOG NAME: NASSCO PACP-4 United States
CUSTOMER: DHUY ENGINEERING	PROJECT LEADER: STEW ELEFThERIOU	CONTRACTOR: MASTER LOCATORS



Photo File CB28 - CB11 __0010.bmp
 Code: MGO
 Meter Value: 153.80 ft
 Text: General Observation, OVERLAPPED WITH RUN FROM OPPOSITE DIRECTION, PIPE RUNS TO CB11