#### 2015-16 Estimated Funding Basic Education Funding and Ready to Learn Block Grant

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					2014-15	2015-16	Total			
				2015-16	Ready to	Ready to	Distribution	Total	Total	Total
			2014-15	Estimated	Learn	Learn	through	Allocation	Dollar	Percent
AUN	School District	County	Base BEF	BEF	Block Grant	Block Grant	December 2015	2015-16	Increase	Increase
120452003	East Stroudsburg Area SD	Monroe	\$13,203,900.37	\$13,715,285	\$986,764	\$1,121,205	\$7,293,083	\$14,836,490	\$645,826	4.55%
120455203	Pleasant Valley SD	Monroe	\$21,498,389.45	\$21,815,010	\$821,955	\$942,051	\$10,758,806	\$22,757,061	\$436,717	1.96%
120455403	Pocono Mountain SD	Monroe	\$23,917,356.56	\$24,624,760	\$1,214,920	\$1,634,360	\$12,715,502	\$26,259,120	\$1,126,843	4.48%
120456003	Stroudsburg Area SD	Monroe	\$12,698,145.19	\$12,823,158	\$612,762	\$729,856	\$6,500,277	\$13,553,014	\$242,107	1.82%
	TOTAL ALL DISTRICTS		\$5,527,862,546.66	\$5,627,862,545	\$191,998,487	\$250,000,000	\$2,782,538,151	\$5,877,862,545	\$158,001,512	2.76%

## **East Stroudsburg Area School District**

Building	it is	otal 16/17 Bodget Request		brany Books & Todicals 16/17 Request	16/17 Enroliment Projection		udget per & Periodicals Pe Student per Student		& Periodicals	Total Budget		Recommended Library Book & Periodica) Expenditure per Student		oposed Library Book & Periodicals Budget	Proposed Library Books & Periodicals as % of Total Budget		Allocation	
Resica	Ś	70,925.77	Ś	5,135.00	525	Ś	135.10	Ş	\$ 9.78	7.24%	\$	28.70	\$	15,067.50	17.52%	\$	9,932.50	
IM Hill	Ś	61,290.00	_	300.00	454	Ś	135.00	ļ	\$ 0.66	0.49%	Ś	28.70	\$	13,029.80	17.53%	\$	12,729.80	
Smithfield	Ś	44,955.00		500.00	333	\$	135.00	3	\$ 1.50	1.11%	\$	28.70	\$	9,557.10	17.53%	\$	9,057.10	
Middle Smithfield	Ś	69,810.00		3,500.00	516	\$	135.29	Ş	\$ 6.78	5.01%	\$	28.70	\$	14,809.20	17.50%	\$	11,309.20	
Bushkill	\$	51,030.00	_	3,415.00	378	\$	135.00	ß	\$ 9.03	6.69%	\$	28.70	\$	10,848.60	17.53%	\$	7,433.60	
East Stroudsburg Elementary	Ś	77,490.00		1,500.00	574	_	135.00	Ş	\$ 2.61	1.94%	\$	28.70	\$	16,473.80	17.53%	\$	14,973.80	
JT Lambert	S	129,775.00	<u> </u>	7,200.00	895		145.00	4	\$ 8.04	5.55%	\$	31.50	\$	28,192.50	17.85%	\$	20,992.50	
Lehman	Ś	94,679.00	-	7,122.00	653		144.99	4	\$ 10.91	7.52%	Ś	31.50	\$	20,569.50	17.85%	\$	13,447.50	
South HS	5	370,234.00		16,680.00	1,337	_	276.91	3	5 12.48	4.51%	\$	35.00	\$	46,795.00	11.22%	\$	30,115.00	
North HS	S	293,195.37	<u> </u>	15,000.00	1.013	_	289.43	-		5.12%	\$	35.00	\$	35,455.00	10.79%	\$	20,455.00	
TOTAL	\$	1,263,384.14	_	60,352.00						4.78%			\$	210,798.00	14.30%	\$	150,446.00	

Sum of Costs budgeted per Student for Library books



COSTS BUDGETED PER STUDENT FOR LIBRARY BOOKS BY BUILDING

Building

## **APPLICATION AND CERTIFICATE FOR PAYMENT**

To Owner:	East Stroudsburg School District 50 Vine Street	Project:	14165- JT Lambert Intermediate School	Application No.	19	Distribution to : Owner
	East Stroudsburg, PA 18301			Period To:	12/31/2015	Architect Contractor
From Contrac	ctor: Myco Mechanical, Inc. 1 N Washington Street Telford, PA 18969	Via Architect:	Strunk-Albert Engineering RD 5 Box 5198 Seven Bridges Rd East Stroudsburg PA 18301	Project Nos:		
Contract For:				Contract Date:	5/30/2014	

#### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$3,338,500.00
2. Net Change By Change Order	-\$38,611.71
3. Contract Sum To Date	\$3,299,888.29
4. Total Completed and Stored To Date	\$3,295,088.29
5. Retainage:	
a. 1.02% of Completed Work \$33,60	36.89
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$33,636.89
6. Total Earned Less Retainage	\$3,261,451.40
7. Less Previous Certificates For Payments	\$3,247,011.40
8. Current Payment Due	\$14,440.00
9. Balance To Finish, Plus Retainage	\$38,436.89

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$46,304.85	\$7,286.56
Total Approved this Month	\$0.00	\$77,630.00
TOTALS	\$46,304.85	\$84,916.56
Net Changes By Change Order	-\$38,611.71	

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.

Date: 01-04-21010

ErEllis

county of: BLICKS day of MINUAN

Myco Mechanical, Inc.

TELFORD BORO, BUCKS COUNTY My Commission Expires Jun 11, 2018

E ELLIS

COMMONVEALTH

OF PENNSYLVANIA

NOTARI NEAGHA Notary

0.00	CON	TRACTOR	R: Mycol	٧
1.71		5	-	
8.29		15	7	
8.29	By:	Brian N	Ayers, Presiden	l

State of: Subscribed and swom to before me this Notary Public: Meaghan Ellis My Commission expires:

#### ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

#### AMOUNT CERTIFIED \$14,440.00

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

ARCHITECT Bv: Date: C.

This Cedificate 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.

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

#### Invoice # : 14165 #19

Contract : 14165- JT Lambert Intermediate School

Page 2 of 5

19

Application No. :

Application Date : 12/29/15

To: 12/31/15

#### Architect's Project No.:

A	В	С	D	E	F	G		H	1
Item	Description of Work	Scheduled	Work Con	npleted	Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
1	Bond	75,000.00	75,000.00	0.00	0.00	75,000.00	100.00%	0.00	671.84
2	Permits	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	179.24
3	Mobilization	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	179.24
4	Submittals	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	179.24
5	Allowance	77,630.00	0.00	77,630.00	0.00	77,630.00	100.00%	0.00	3,881.50
6	Pre-Construction Planning	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	194.43
7	Demo	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
8	Phase 1	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	134.43
9	Phase 2A	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	55.85
	Phase 2B	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	40.00
	Phase 2C	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	35.85
12	Phase 2D	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	35.85
13	Phase 2E	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	38.63
14	Phase 3	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	125.66
15	POD Alt M-4	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
16	HVAC Pipe	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
17	Hanger Material - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	224.05
18	Hanger Labor - P-1	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	226.64
19	Pipe Material - P-1	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	1,344.30
20	Pipe Labor - P-1	120,000.00	120,000.00	0.00	0.00	120,000.00	100.00%	0.00	1,100.35
21	Hanger Material - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	71.69
22	Hanger Labor - P-2A	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	78.34
23	Pipe Material - P-2A	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00%	0.00	448.10
24	Pipe Labor - P-2A	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	342.73
25	UG CHW Material	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	179.24
26	UG CHW Labor	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	100.00
27	Hanger Material - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	26.88
28	Hanger Labor - P-2B	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	30.00
29	Pipe Material - P-2B	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	134.43
30	Pipe Labor - P-2B	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	100.00
31	Hanger Material - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	26.88
32	Hanger Labor - P-2C	3,000.00	3,000.00	0.00	0.00	3,000.00	100.00%	0.00	26.88

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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In tabulations below, amounts are stated to the nearest dollar.

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

#### Invoice # : 14165 #19 Contract : 14165- JT Lam

Contract : 14165- JT Lambert Intermediate School

Page 3 of 5

19

Application No. :

Application Date : 12/29/15

To: 12/31/15

#### Architect's Project No.:

A	В	с	D	E	F	G		н	F
ltern	Description of Work	Scheduled	Work Con	and the second se	Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	Ŭ
					(Not in D or E)	(D+E+F)			
	Pipe Material - P-2C	13,000.00	13,000.00	0.00	0.00	13,000.00	100.00%	0.00	116.50
34		10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	89.62
	Hanger Material - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	62.73
36	Hanger Labor - P-2D	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	62.73
37	Pipe Material - P-2D	35,000.00	35,000.00	0.00	0.00	35,000.00	100.00%	0.00	313.67
	Pipe Labor - P-2D	28,000.00	28,000.00	0.00	0.00	28,000.00	100.00%	0.00	250.93
39	Hanger Material - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	44.81
40	Hanger Labor - P-2E	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	48.29
41	Pipe Material - P-2E	23,000.00	23,000.00	0.00	0.00	23,000.00	100.00%	0.00	206.12
42	Pipe Labor - P-2E	18,000.00	18,000.00	0.00	0.00	18,000.00	100.00%	0.00	173.83
43	Hanger Material - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	80.66
44	Hanger Labor - P-3	9,000.00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	123.79
45	Pipe Material - P-3	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	492.91
46	Pipe Labor - P-3	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	534.33
47	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
48	Chiller	150,000.00	150,000.00	0.00	0.00	150,000.00	100.00%	0.00	1,500.00
49	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
50	Ice Storage	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	1,000.00
51	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
52	AHU`s	60,000.00	60,000.00	0.00	0.00	60,000.00	100.00%	0.00	537.72
53	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
54	Existing AHU Refurbish	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	224.05
55	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	20.00
56	UV`s	390,000.00	390,000.00	0.00	0.00	390,000.00	100.00%	0.00	3,495.18
57	Install Labor	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00%	0.00	289.14
58	UV Shelving	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	89.62
59	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	62.31
60	VAV`s	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	268.86
61	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	48.96
62	Hot Water Coils - 8	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	268.86
63	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	20.00
64	Terminal Equipment	40,000.00	40,000.00	0.00	0.00	40,000.00	100.00%	0.00	716.96

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

#### Invoice # : 14165 #19

Contract : 14165- JT Lambert Intermediate School

19

Application No. :

Application Date : 12/29/15

To: 12/31/15

#### Architect's Project No.:

A	B	С	D	E	F	G		н	í .
ltem	Description of Work	Scheduled	Work Cor		Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
66		90,000.00	90,000.00	0.00	0.00	90,000.00	100.00%	0.00	853.29
	Install Labor	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	40.00
	EF`s - 1	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	35.85
	Install Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	10.00
70	RF`s - 2	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	71.69
	Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	20.00
72	Boiler Room Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Pumps & VFD`s - 4	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	268.86
	Expansion Tanks/Air Separators	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00%	0.00	89.62
75	Glycol Feeders - 2	5,000.00	5,000.00	0.00	0,00	5,000.00	100.00%	0.00	44.81
76	Install Labor	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	47.40
77	Glycol	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	70.00
78	Glycol Install Labor	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	20.00
79	Sheetmetai	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
80	Duct Material - Base Bid	15,000.00	15,000.00	0.00	0.00	15,000.00	100.00%	0.00	149.06
81	Labor - Base Bid	9,000-00	9,000.00	0.00	0.00	9,000.00	100.00%	0.00	89.44
82	Duct Material - POD	8,000.00	8,000.00	0.00	0.00	8,000.00	100.00%	0.00	80.00
83	Labor - POD	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
84	GRD's	870.00	870.00	0.00	0.00	870.00	100.00%	0.00	8.70
85	GRD Labor	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	10.00
86	Tank Removal	34,000.00	34,000.00	0.00	0.00	34,000.00	100.00%	0.00	304.71
87	Roofing	4,000.00	4,000.00	0.00	0.00	4,000.00	100.00%	0.00	40.00
88	Concrete	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	504.33
89	Excavation/Asphalt Patching	55,000.00	55,000.00	0.00	0.00	55,000.00	100.00%	0.00	504.33
90	Fencing	29,000.00	29,000.00	0.00	0.00	29,000.00	100.00%	0.00	290.00
91	GC - Bulkhead Work	6,000.00	6,000.00	0.00	0.00	6,000.00	100.00%	0.00	58.75
92	Chemical Treatment	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00%	0.00	50.00
93	ATC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
94	Engineering/Shop Drawings	49,850.00	49,850.00	0.00	0.00	49,850.00	100.00%	0.00	446.75
95	Valves & Dampers	229,250.00	229,250.00	0.00	0.00	229,250.00	100.00%	0.00	2,054.54
96	BAS Material	51,800.00	51,800.00	0.00	0.00	51,800.00	100.00%	0.00	655.30

Page 4 of 5

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

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

#### Invoice # : 14165 #19

Contract : 14165- JT Lambert Intermediate School

Page 5 of 5

Application No. :

Application Date : 12/29/15 To: 12/31/15

19

#### Architect's Project No.:

A	В	с	D	E	F	G		н	I
ltem	Description of Work	Scheduled	Work Com	pleted	Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
-					(Not in D or E)	(D+E+F)			
97	Project Management	47,300.00	47,300.00	0.00	0.00	47,300.00	100.00%	0.00	530.77
98		451,690.00	451,690.00	0.00	0.00	451,690.00	100.00%	0.00	5,247.60
99	Programming	30,300.00	30,300.00	0.00	0.00	30,300.00	100.00%	0.00	352.01
100	5	29,850.00	29,850.00	0.00	0.00	29,850.00	100.00%	0.00	323.14
101	Training	9,960.00	9,960.00	0.00	0.00	9,960.00	100.00%	0.00	99.60
114		100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	1,111.77
	Phase 4	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Balancing	26,000.00	13,000.00	11,700.00	0.00	24,700.00	95.00%	1,300.00	793.00
117	Punchlist	5,000.00	3,000.00	2,000.00	0.00	5,000.00	100.00%	0.00	130.00
118	Closecut Docs	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	0.00
119	Training	3,000.00	0.00	1,500.00	0.00	1,500.00	50.00%	1,500.00	75.00
120	CO-1 New Pump pipe packages	10,859.78	10,859.78	0.00	0.00	10,859.78	100.00%	0.00	100.71
121	CO-3 Auditorium Changes	-7,286.56	-7,286.56	0.00	0.00	-7,286.56	100.00%	0.00	-69.08
122	CO-4 Blank off excess OA for UV's	4,232.65	4,232.65	0.00	0.00	4,232.65	100.00%	0.00	39.47
123	CO-5 Retaining Wall	8,925.00	8,925.00	0.00	0.00	8,925.00	100.00%	0.00	89.25
124	CO-7 Painting H&V Curbs	1,665.00	1,665.00	0.00	0.00	1,665.00	100.00%	0.00	16.65
125	CO-8 Dielectric Unions	19,616.74	19,616.74	0.00	0.00	19,616.74	100.00%	0.00	196.17
126	CO-9 Provide Gas Regulators	1,005.68	1,005.68	0.00	0.00	1,005.68	100.00%	0.00	10.05
127	CO-10 Credit Unused Allowance	-77,630.00	0.00	-77,630.00	0.00	-77,630.00	100.00%	0.00	-3,881.50
	Grand Totals	3.299,888.29	3.279.888.29	15.200.00	0.00	3.295.088.29	99.85%	4,800.00	33,636.8

# **SERVPRO® of Southern Monroe County**

# TIME AND MATERIALS COMMERCIAL PRICING



# Fire & Water – Cleanup & Restoration

**Prepared For:** 

**Christopher J. Fisher** 

In Care Of: Middle Smithfield Elementary School 5180 Milford Road East Stroudsburg, PA 18301

SERVPRO<sup>®</sup> of Southern Monroe County SERVPRO<sup>®</sup> of N.E. Monroe & Pike Counties 528 Seven Bridge Road, Suite 154 East Stroudsburg, PA 18301 O: 570.424.2290 | F: 570.424.2522

**RESTORATION AUTHORIZATION & SERVICE CONTRACT** 

The Service Contract (herein referred to as "the contract") is entered into on this the **21** day of **December, 2015**, by and between SERVPRO of Souther Monroe County., (herein referred to as "Service Provider"), an independently owned and operated SERVPRO<sup>®</sup> franchise, and **School Operations Services Group** (herein referred to as "Customer").

## For the performance of restoration service on customer's property located at: 5180 Midford Road East Stroudsburg, PA 18301

Upon completion of our initial inspection of your property, we propose to provide restoration services with respect to the above referenced property subject to the following terms and conditions:-

- 1. **SERVICES**: Service Provider hereby agrees to furnish all labor, materials, equipment, and subcontracted items reasonably necessary to complete the work described in the Scope of Work (Exhibit A). Service Provider and Customer may make changes in the Scope of Work by written change order agreed to in writing by both parties. Customer acknowledges that Service Provider is independent of the Customer's insurance company and that only the parties hereto have the authority to enter into this Contract. Service Provider and Customer acknowledge that the property that is the subject of the Scope of Work has been damaged by a fire, flood, or other catastrophe and that, while Service Provider agrees to perform the Scope of Work in accordance with industry standards, Service Provider cannot guarantee that any of the property will be fully operational or free from defects following completion of the Scope of Work,
- 2. **TERM**: This Contract shall commence on the date signed below and shall continue until the services set forth in the Scope of Work and any applicable change order(s) (herein referred to as "Services") have been completed.
- 3. **PRICE**: Work performed hereunder and pursuant to the Scope of Work shall be priced according to the Time and Materials Commercial Pricing (Exhibit B), plus any applicable taxes and costs, permits, fees, special licenses, and other reasonably necessary expenses and permitted subcontractors (cumulatively and herein referred to as "Charges"). All rates quoted are exclusive of Federal, State, and Local Sales or Use Taxes and costs associated with any applicable Federal, State, and Local approvals, consents, permits, licenses and orders incident to performance of the Services. The current Rough Order Magnitude (ROM) estimate is set at **\$12,162.29 for contents (Exhibit C) and \$23,138.77 for demo (Exhibit D)**. Service Provider will bill for and Customer shall pay for all such actual incurred costs. Customer agrees that only the work set forth on Exhibit A will be performed for the agreed pricing on this Contract. Additional work will be billed separately.

- 4. **INVOICING & PAYMENT**: Service Provider shall submit to Customer itemized invoice(s) setting forth the total charges due. Customer agrees to pay such fees and charges for the Scope of Work in accordance with the following schedule:
  - a. The balance of fees and charges for the Scope of Work and change orders shall be paid within thirty (30) days from the Customer's receipt of the final invoice

If payments are not received within thirty (30) days, the Customer agrees to pay all costs of collections up to and including court costs, reasonable attorney's fees and interest charges at the lesser of 1) 1.5% per month; or 2) the maximum lawful interest rate permitted by applicable law. In the event the Customer shall fail to pay any periodic installment payment, such a failure shall constitute a breach, authorizing Service Provider to cease work without a breach pending payment or resolution of any dispute.

- 5. RESPONSIBILITY FOR PAYMENT: By signing below, Customer hereby instructs Customer's insurance carrier to pay Service Provider directly for services, emergency or otherwise, less any deductible actually paid by Customer. Customer shall remain primarily liable and fully responsible for payment and agrees to make such payment in a timely manner in accordance with the terms of this Contract. If for any reason Customer Receives a check or draft from insurance company made payable to Customer. Customer agrees to remit payment immediately to Service Provider and hereby assigns to Service Provider the right to any such payment. Customer agrees to make payment for Charges, regardless of whether Customer or another person or entity is legally responsible for payment or whether Customer is entitled to reimbursement for such costs from some other person or entity or insurance carrier(s).
- 6. **GENERAL LIEN**: Customer agrees that Service Provider shall have a general lien on any and all real and personal property of the Customer and in Customer's possession, custody, or control for all claims, Charges, or advances incurred by Service Provider generally and under this contract. The Customer represents that He/She is the owner of said property and/or is authorized to enter into this Contract and to bind the Customer and property owner to each and every term and condition contained herein.
- 7. **CREDIT WORTHINESS**: I/We authorize Service Provider to obtain Business and Consumer Credit Reports on Customer or any principals signing contract, or to obtain credit and funding information from any other materially interested party with contractual payment obligation.
- 8. **ENVIRONMENTAL**: Customer represents and warrants that no hazardous materials and/or hazardous substances as defined by law are present at the property location. Customer is responsible for notification, identification, removal,

and disposing of all materials containing any such hazardous materials including, without limitation, asbestos and lead. Customer assumes all liability associated with such materials located on Customer's property and job sites and agrees to hold the Service Provider harmless from disturbance of any such undisclosed materials. Customer assumes all liability for effects such materials may have on Service Provider's employees, temporary or contractual employees, and subcontractor(s) associated with this project. The Service Provider shall not be responsible for any such hazardous materials removal, handling, or disposal, unless specifically identified as follows:

Mold remediation, if any is required, must be set forth in the Scope of Work, and it <u>must be directed by an Industrial Hygienist protocol and clearance testing</u>

- 9. **DISPOSAL**: Disposal of any hazardous material and/or hazardous substances (including specimens or samples) agreed to be performed by Service Provider under this Contract will be made in the name of the Customer and under any Customer generated number or other identification of the Customer.
- LIMITED WARRANTY: SERVICE PROVIDER WARRANTS FOR TWO YEARS 10. THAT THE WORKMANSHIP OF THE SERVICES PERFORMED PURSUANT TO THIS CONTRACT WILL BE OF THE QUALITY GENERALLY ACCEPTED IN THE EMERGENCY PROPERTY DAMAGE WATER, FIRE AND SMOKE CLEANUP, MITIGATION/RESTORATION, AND MOLD REMEDIATION SERVICES INDUSTRY. SERVICE PROVIDER ALSO WARRANTS FOR ONE YEAR THAT ALL MATERIALS FURNISHED IN CONNECTION WITH THE SERVICES WILL BE NEW, OF GOOD QUALITY, AND FREE FROM DEFECTS. IF THE SERVICES PROVIDED BY SERVICE PROVIDER FAIL TO MEET INDUSTRY STANDARDS. SERVICE PROVIDER AGREES TO PROVIDE RE-SERVICE AT NO ADDITIONAL COST FOR UP TO TWO YEARS. THIS PROVISION EXCLUDES RE-SERVICE ASSOCIATED WITH NORMAL WEAR AND TEAR. NORMAL RE-SOILING, IMPROPER CARE, IMPROPER MAINTENANCE, AND NEW LOSS EVENTS. ANY ITEMS WARRANTED BY A MANUFACTURER WILL BE GOVERNED BY THAT WARRANTY. AND SERVICE PROVIDER WILL TAKE ALL STEPS NECESSARY TO TRANSFER ANY SUCH WARRANTY TO THE CUSTOMER. THE PARTIES SPECIFICALLY AGREE TO STIPULATE THAT THERE IS NO OTHER WARRANTY OF ANY TYPE. WRITTEN OR IMPLIED, INCLUDING BUT NOT LIMITED TO; CONSUMER WARRANTIES, WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, AND/ OR WARRANTY OF MERCHANTABILITY.
- 11. **CAUSES BEYOND CONTROL**: Service Provider shall not be liable for any delay due to circumstances beyond the control of the Service Provider including, but not limited to; flood, fire, strikes or other labor difficulty, acts of god, casualty,

unavailability of materials, weather conditions, building department requests, intervention by governmental authority, civil disturbances, sabotage, fuel or energy shortage, transportation delay, equipment breakdown, natural catastrophes, inability to obtain necessary labor, materials or manufacturing facilities, or any other cause beyond Service Provider's reasonable control.

- 12. **CONSENT AND PERMITS**: Any Federal, State, or Local permits or consents required for the performance of the Scope of Work are the responsibility of the Customer; provided that, if made part of the Scope of Work, Service Provider may obtain such permits and consents at the Customer's expense. Both Service Provider and Customer will comply with all applicable governmental regulations, statutes, laws, and ordinances.
- 13. **INDEMNITY**: Each party agrees to indemnify and hold harmless the other party hereto and the other party's shareholders, directors, Franchisor, officers, permitted subcontractors, employees, and agents from and against and and all claims, demands, causes of action, and liabilities of any nature, including without limitation damages to property or personal injury and/or condition of the property, to the extent that any such claim, demand, cause of action, and/or liability arises out of or is related to the breach of contract, negligence, or fault of the other indemnifying party.
- 14. **CANCELLATION**: Service Provider shall have the right to cancel, cease, or postpone any incomplete work without notice to the Customer in the event that the Customer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy reorganization statute, does not pay Service Provider, or becomes unable to meet it's financial obligations in the normal course of business.
- 15. LIMITATION OF LIABILITY: In no event shall Service Provider, it's owners, officers, directors, employees or agents, Franchisor, or affiliates be responsible for indirect, special, nominal, incidental, punitive, or consequential losses or damages, or for any penalties, regardless of the legal or equitable theory asserted, including contract, negligence, warranty, strict liability, statue, or otherwise.
- 16. JURISDICTION AND GOVERNING LAW: The parties hereby irrevocably consent to the jurisdiction of the state or federal courts of the State of **Pennsylvania** in connection with any action or proceeding arising out of or relating to this Contract, any document or instrument delivered pursuant to, in connection with, or simultaneously with this Contract, or a breach of this Contract or any such document or instrument. This Contract shall be construed in accordance with the laws of the State of **Pennsylvania**.
- 17. **ENTIRE AGREEMENT**: This Contract and the Exhibits hereto comprise the complete and entire agreement of the parties respecting the Service to be performed. No engagements, promises, representations, or warranties have

been made by either party except as is expressly stated in this Contract and it's Exhibits. All modifications to the Contract shall be in writing and signed by both parties hereto. The express written terms and conditions in the Contract apply in lieu of any course of dealing between the parties or usage of trade in the industry.

- 18. **WAIVER OF RIGHTS**: A failure to either party to exercise any right provided herein shall not be deemed to be a waiver of any rights hereunder.
- 19. **RIGHT TO REPAIR/LIMITATIONS PERIOD**: Any claim by Customer for faulty performance, non-performance, or breach under this contract shall be made in writing to Service Provider within ninety (90) days after the earlier of completion of the work or date any such performance, non-performance, or breach would have been discovered exercising reasonable diligence. Failure to make such a written claim for any matter which could have been corrected by Service Provider shall be deemed waived by Customer. No action, regardless of form, relating to the subject matter of this contract may be brought more than one year after such date.
- 20. **PREVAILING RATE**: If, in an unforeseen circumstance, a prevailing rate is instituted, Customer agrees that the labor rates will be adjusted accordingly.
- 21. **CAPTIONS:** The captions and headings throughout this Contract are for convenience only. They are not part of this Contract and shall not be used in construing it.
- 22. **SEVERABILITY**: If any provisions of this Contract is found to be ineffective, unenforceable, or illegal for any reason under present or future laws, such provisions shall be fully severable, and this contract shall be construed and enforced as if such provision never comprised a part of this contract. The remaining provisions of this contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable, or illegal provision of by its severance from this contract.
- 23. **ATTACHMENTS**: The following document(s) (if box is checked) are attached and incorporated herein by reference:

X	Exhibit A - Scope of Work
X	Exhibit B - Schedule of Rates
x	Exhibit C - Contents Proposal
X	Exhibit D - Demo Proposal
X	Exhibit E - Pre-Loss Conditions

As a representative of SERVPRO, I want to thank you for allowing us to complete the restoration of Middle Smithfield Elementary School. It is the determination of our company to provide you with a successful and expedient recovery in the shadow of such a disaster. I will be on standby to assist you and discuss this presentation further at your convenience. Please contact me directly through my office at 215.368.4110 to respond to your needs as required.

Respectfully Submitted,

Steven Lutz

If the terms of this agreement are acceptable, please indicate your acceptance by signing below.

------

Signature:\_\_\_\_\_

J S Restoration LLC, d/b/a SERVPRO® of Southern Monroe County SERVPRO® of N.E. Monroe & Pike Counties

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2015

Signature:\_\_\_\_\_(Customer)

Title:\_\_\_\_\_

# **Exhibit A: Scope of Work**

### Overview

On Dec. 15, 2015 SERVPRO® of Southern Monroe County received a call from Christopher J. Fisher that there was Mold found at Middle Smithfield Elementary School at 5180 Milford Road, East Stroudsburg, PA 18301. resulting from CAUSE. An immediate site inspection was set up with all available materially interested parties on Dec. 16, 2015. The determination was that airborne mold was found to be present in classroom 36, 34, the teachers lounge, maintenance office, the computer lab, and in the open attic space. The mold was found to be present due to a roof leak that has been active for approximately the past 7 years. The initial agreed upon scope includes:

#### **ROOM 36**

-HEPA Vacuum and wipe the salvageable affected contents. This includes boxing of all small items and moving them to a designated area for storage and clearance testing. Disposal of non-salvageable contents

-Removing all ceiling tiles, damaged sheetrock, and glue down carpet along with disposing of such building materials

-HEPA Vacuum and wet wipe all remaining structure items and sealing the sheetrock above the ceiling grid

<u>ROOM 34</u>

-Removal of all ceiling tiles and disposing of them

-HEPA Vacuum all structure, and wet wipe all no porous surfaces with an approved anti-microbial <u>COMPUTER LAB</u>

-Removal of all damaged ceiling tiles, sheetrock, and insulation and disposing of items

-HEPA Vacuum all structure, and wet wipe all no porous surfaces with an approved anti-microbial **MAINTENANCE OFFICE** 

-Removal of all sheetrock and insulation and disposing of items

-HEPA Vacuum all structure, and wet wipe all no porous surfaces with an approved anti-microbial TEACHERS LOUNGE

-Removal of all sheetrock and insulation and disposing of items

-HEPA Vacuum all structure, and wet wipe all no porous surfaces with an approved anti-microbial ATTIC AREA

-Setting up of containment where the damaged ceiling applies to help contain mold spores and construction debris from the removal and replacement of the damaged roof structure.

-Cleaning and sealing of the visibly affected areas of the underside of the roof in the opposite side of the attic.

#### **GENERAL ITEMS**

-Sub-Contractor bid to have 2 laptops, 1 projector, and 1 flat screen television, pick up, stored for 1 month, cleaning, and delivery (see attached quote). Additional charges apply for additional pieces

-Appropriate PPE (personal protective equipment) for all SERVPRO personnel during the project. -Set the proper amount of HEPA Negative Air Machines to create negative pressure in the work space

-Set containment in all work areas as per the IICRC guidelines

\*\*Please note that this is a restoration project and all due diligence will be undertaken in an effort to recognize all conditions present through direct and indirect observation. However, it is still possible that certain conditions will be discovered as work is underway. Upon discovery, it is the restoration contractor's responsibility to communicate this discovery in writing to all materially interested parties and it's affect on the initial scope.\*\*

#### **General Scope of Work:**

This restoration project has been divided into 5 parts:

- I. Project Management & Support
- II. Cleaning
- III. Health & Safety
- IV. Schedule
- V. Subcontractors

## VI. Pricing

## I. Project Management & Support:

A. SERVPRO<sup>®</sup> will provide a Project Management team that consists of 1 Project Coordinator, 1 Project Manager, 1 Project Accountant, 2 Assistant Project Managers, 1 Health and Safety Officer, 10 to 15 Restoration Supervisors and SERVPRO<sup>®</sup> supplied labor which may include local temporary labor to SERVPRO<sup>®</sup> supervisors at ratios from 1:2 - 1:25. This ratio is related to the type of work being performed and the openness of the facility where work is to be performed.

### **Project Coordinator (PC)**

Education/Experience: Requires High School Diploma plus five or more years of work related experience.

**Description of Job Responsibilities:** Accountable for setting up the project and overall communication between client and SERVPRO<sup>®</sup> of Warminster/Lansdale. PC will serve as the sole point of contact for all associated Project Managers. Responsible for daily project meetings to ensure project is on schedule and to assist with continued coordination efforts. PC Insures that the project is staffed with proper personnel, equipment and materials.

## **Project Manager (PM)**

Education/Experience: Requires High School Diploma plus five or more years of work related experience.

**Description of Job Responsibilities:** Accountable for daily operations of the project and management of all personnel and subcontractors onsite. Has responsibility for updating work plans, schedules and could have responsibility to communicate with the client if the project does not require a Project Coordinator or in the Project Coordinator's absence. Handles ordering and scheduling of labor, equipment and materials as required. Helps enforce site safety and security. Insures that the scope of work is followed and standardized procedures and practices are met. Witness all project inspections and/or testing with required agencies.

## Assistant Project Managers (APM)

Education/Experience: Requires High School Diploma plus three or more years of work related experience.

**Description of Job Responsibilities:** Reports directly to the project manager on larger projects that require additional supervision with a variety of tasks. Will be assigned to oversee a specific area of the project to ensure the work crews are achieving the expected level of performance on a daily basis. Informs the Project Manager when labor, equipment and material adjustments are needed.

**Project Auditor (PA)** 

Education/Experience: Requires High School Diploma plus three or more years of work related experience.

**Description of Job Responsibilities:** Responsible for the overall paper flow on the project. PA is to review all crew sheets for accuracy before they are inputted into the invoice. PA tracks all onsite labor, material and equipment usage. PA is to generate comprehensive and complete invoice that is submitted to client.

### Health & Safety Officer (HSO)

Education/Experience: Requires High School Diploma plus two years of work related experience.

**Description of Job Responsibilities:** Performs site inspection to ensure that all health and safety requirements are followed. Provides required safety briefings to all onsite personnel. Insures that all related documents such as MSDS and necessary safety signage is on site. Walks project to insure all OSHA and safety regulations are adhered to.

**Restoration Supervisor (RS)** 

**Education/Experience:** Requires High School Diploma plus a minimum year of work related experience. Posses either SERVPRO<sup>®</sup> certification or is certified by the IICRC/ Clean Trust in water, mold and/or fire restoration.

**Description of Job Responsibilities:** A hands-on supervisor who reports directly to the Project Manager. RS is responsible to manage specific tasks associated with smoke, water, and mold restoration limited to scope as directed by Project Manager. Tasked with ensuring the project is documented properly.

**Restoration Technician (RT)** 

Education/Experience: Requires High School Diploma. Posses either SERVPRO<sup>®</sup> certification or is certified by the IICRC/Clean Trust in water, mold and/or fire restoration.

**Description of Job Responsibilities:** Works directly under RS to complete tasks as directed and supervise General Laborers as needed. RT is responsible to manage specific tasks associated with smoke, water, and mold restoration limited to scope as directed by Restoration Supervisor.

#### General Labor (GL)

Education/Experience: Requires the ability to receive and follow direction.

**Description of Job Responsibilities:** Labor to handle simple tasks under direct supervision such as trash cleanup, disposal of debris, moving of equipment. All work is to be explicitly directed by the Project Manager, Restoration Supervisor or Labor Foreman based upon what is applicable.

SERVPRO<sup>®</sup> will supply and manage all equipment, materials & PPE in order to meet all project requirements, utilizing Equipment Manager, Chemical and Supply Officer and Resource Coordinator, as required by the size and scope of the project.

## II. Cleaning

## A. Methods & Processes

- a. Phase I will cover all structure stabilization and includes moisture protection to prevent inflow, mechanical stabilization, shoring (if required), board up service, extraction of moisture & hazard assessment
- b. Phase II will address identified hazards (trip, slip, & fall hazards, lighting issues, electrical issues, mechanical complications that would inhibit a proper drying and/or cleaning environment)
- c. Phase III typically consists of selective demolition where it is not cost effective to dry, clean and/or salvage
- d. Phase IV will involve our transition to active drying and/or cleaning as it pertains to the specific loss being dealt with.
- e. Phase V will be a final clean to ensure a structure that is ready and prepared for reconstruction

## **B. SPECIAL POINTS**

- a. SERVPRO<sup>®</sup> will supply all materials, equipment and labor to fulfill the scope of work noted in the overview.
- b. SERVPRO<sup>®</sup> requests that **CUSTOMER** appoint a designated representative for all communication between the two companies. A regular meeting should be held to discuss progress and changes in priorities or pertinent project information with the project management team.
- c. SERVPRO<sup>®</sup> requests that **CUSTOMER** allow access to mechanical systems including, but not limited to, plumbing, HVAC, and electrical.
- d. SERVPRO<sup>®</sup> will provide power during the mitigation phase if there is any uncertainty as to the integrity of the electrical system.
- e. SERVPRO<sup>®</sup> will require a secure area in which a supply and equipment distribution center can be maintained.
- f. SERVPRO<sup>®</sup> will coordinate entrance/exit and security procedures with the appropriate contact person as needed.
- g. All waste containers and dump fees will be furnished and paid by SERVPRO.
- h. SERVPRO<sup>®</sup> will mobilize crews and be onsite with materials and equipment to begin work immediately upon verbal acceptance of this scope, <u>but work will be</u> <u>limited to loss stabilization</u> until receipt of a signed copy of contract and acceptance of all terms contained therein.
- i. Upon completion and acceptance of the above scope of work a signed "Certificate of Satisfaction" will be required at the close of the project.

## III. Health & Safety

- A. Site Safety Plan During initial walkthrough of site, a site safety plan will be developed, in order to provide a restoration project performed in as safe an environment as the subject property will allow. Site evacuation plans are shared daily with everyone at the Work In Progress (WIP) safety meeting
- B. **Reporting and Training of Staff -** SERVPRO<sup>®</sup> performs on-site morning and afternoon WIP safety meetings in order to cover site specific Health and Safety concerns and to mandate PPE
- C. All MSD sheets will be available in our central supply area for every chemical brought on, and used in the mitigation & restoration process of subject property
- D. Part of this plan will be to spell-out required Personal Protective Equipment per each phase of the work
  - a. [M]= Mandatory
  - b. [O]= Optional

## Cleaning

- Rubber Gloves
- Ear Plugs/ Foam
- Work Boots
- Hard Hat
- Safety Glasses
- Clear Face Shield
- Tyvek Suit (or similar)
- Fall protection

## Removal of Building Materials

- Leather Gloves
- Ear Plugs/ Foam
- Steel-Toed Boots
- Hard Hat
- Safety Glasses
- Disposable Respirator
- Tyvek Suit (or similar)
- Fall protection

- [O] Contact with chemicals
- [O] Noise exposure, if exposure >85db
- [O] Foot protection
- [O] Falling objects during demo phase
- [O] Eye protection
- [O] Face and eye protection / chemical
- [O] Exposure protection to skin
- [O] Falling (Above 6'-0")
- [O] Abrasions, Cuts
- [O] Noise exposure, if exposure >85db
- [O] Falling Objects
- [O] Falling objects
- [O] Sparks slag
- [O] Dust, nuisance
- [O] Exposure protection to skin
- [O] Falling (Above 6'-0")

- IV. Schedule
  - A. SERVPRO<sup>®</sup> will work (1) 8 hour shift per day. This will also allow for an on site 1/2 our lunch break and (2) 15 minute breaks throughout day
  - B. This schedule will be maintained until expected completion of job contingent on release by Cause and Origin from all involved markets

## V. Subcontractors

- A. All subcontractors will be presented to CUSTOMER for approval
- B. All subcontractors will submit a written scope of work, price list/sub bid and estimated work schedule
- C. These schedules will be integrated into the SERVPRO® work proposal
  - a. Power / Generator Rentals & Refueling
  - b. Desiccant Drying
  - c. Dumpster Rental

## VI. Pricing

- A. SERVPRO<sup>®</sup> is to provide this service based on the supplied SERVPRO<sup>®</sup> Time and Materials Commercial Pricing List.
- B. SERVPRO<sup>®</sup> considers this project a restoration cleanup and will price this project to pay wages, in accordance with industry standards for restoration supervisors and management personnel. If a state required prevailing wage, collective bargaining agreement, or other labor cost is imposed at any time before, during, or after the project is completed, SERVPRO<sup>®</sup> shall be entitled to an equitable adjustment to the contract price. With a Time and Materials contract the customer can expect a thorough and detailed accounting of all costs, in the form of a formal audit trail.
- C. The final billing prices will be exclusive of any state or local taxes, approvals, consents, permits and licenses and orders incident to performance of the work. SERVPRO® shall be compensated for any additional costs incurred which are described above on the basics of SERVPRO's actually costs incurred for such items if not notified of these requirements prior to the acceptance of a service contract between the parties.
- D. Any work stoppage out of SERVPRO's control may result in additional charges or demobilization and re-mobilization.
- E. SERVPRO<sup>®</sup> will provide all insurance certificates once the contract has been awarded.
- F. All invoices will include proper documentation to support labor and equipment, daily materials, and inventory logs will be provided along with a beginning and ending inventory. All daily crew sheets will include a detailed description of the work performed by each crew per day.
- G. All work and service to be provided under this scope of work are to be performed under reasonable effort conditions. This scope of work is prepared based on the initial and subsequent inspection of the damages and information received from materially interested parties. Due to the unknowns project is processed. *All changes to this scope of work and pricing must be detailed and submitted in writing, prior to the appropriate action.*

## Final Acknowledgements

- SERVPRO<sup>®</sup> will insure this project is accomplished in a safe and orderly manner. Daily safety meetings, safety equipment and site safety overviews will be a constant priority to SERVPRO<sup>®</sup> for the success of this project
- SERVPRO<sup>®</sup> is committed to maintaining high ethical standards to ensure that its' customers are treated fairly. To insure this goal, SERVPRO<sup>®</sup> has a Code of Ethics applicable to all SERVPRO<sup>®</sup> employees. SERVPRO<sup>®</sup> ensures that this policy is applied to all projects it is involved in, and sees this Code of Ethics as a benefiting factor to the success of this project.

SCHEDULE A - Labor Rates			
JOB TITLE	RATE	OVERTIME RATE	UNIT
Project Coordinator (PC)	\$120.00	\$120.00	Hour
Senior Project Manager (SPM)	\$104.00	\$104.00	Hour
Project Manager (PM)	\$88.00	\$132.00	Hour
Assistant Project Mgr (APM)	\$75.00	\$112.50	Hour
Restoration Supervisor (RS)	\$56.00	\$84.00	Hour
Restoration Technician (RT)	\$51.00	\$76.50	Hour
Health and Safety Officer (HSO)	\$85.00	\$127.50	Hour
Resource Coordinator (RC)	\$58.00	\$87.50	Hour
Project Auditor (PA)	\$55.00	\$82.50	Hour
Clerical/Administrative (C/A)	\$37.50	\$57.75	Hour
Technical Specialist (TS)	\$85.00	\$127.50	Hour
General Cleaning Labor (GL)	\$51.00	\$76.50	Hour
Skilled Labor (SL)	N/A		Hour
***Management Fee***	\$3.50		Hour

## **Additional Labor Provisions**

- Overtime or special rates will apply to all hours over 40 per week, any hour worked on Saturday or Sunday, or in compliance with prevailing law of the state in which work is performed.
- Rates for work performed on all SERVPRO<sup>®</sup> recognized holidays will be 2 times regular rate.
- Travel time for personnel will be billed at regular rates.
- All Labor is subject to prevailing wage, unionized labor and local labor market requirements. General Temporary Labor will be invoiced at base rate times 1.6\*\*. In the event, prevailing wage with multiplier is below base rate, the greater of the two will apply. Major metropolitan modifier may be applied to base rate. \*\*
- \*\*\*Management Fee applies to management of each customer employee on project, plus supervisor's hourly rate. Customer is responsible for payroll, taxes and benefits for each customer employees on project. \*\*\*
- All labor will be billed at the rates listed in Schedule A

DESCRIPTION	UNIT	RATE
Dehumidifier-Large Commercial 25/30gal	Day	\$129.5
Dehumidifier-Medium Commercial	Day	\$92.75
Drying Furnace (250k btu/h)	Day	\$525
Air Scrubber/Neg Air 1000/2000 CFM	Day	\$166.25
Air Scrubber/Neg Air 500 CFM	Day	\$115
Wet/Dry HEPA Vac	Day	\$183.75
Back Pack HEPA	Day	\$125.00
Dry Force Injectidry (Wall/Floor)	Day	\$125.00
Carpet Air Mover	Day	\$30.00
Axial Air Mover	Day	\$42.00
Ozone Generator, activated oxygen	Day	\$125.00
Truck mount carpet machine	Day	\$475.00
Portable carpet machine	Day	\$325.00
Power washer	Day	\$125.00
Vapor Shark	Day	\$95
Wet/Dry ShopVac	Day	\$34.25
Pump – sump	Day	\$63.00
Upright Vacuum Cleaner	Day	\$26.25
Thermo fogger	Day	\$150.00
Macromist fogger	Day	\$100.00
HVAC cleaning machine	Day	\$325.00
Moisture Meters	Day	\$35.00
Portable Generator (5000 Watt)	Day*	\$78
String Lights (50'-0" Length)	Day	\$15
Auto - Pickup - Cargo Van - Trailer	Day	\$125.00
Box Truck	Day	\$200.00
Scaffolding (per section)	Day	\$17.25
Spider Box	Day	\$35.00
50' Cable	Day	\$16.00
Temporary Fencing (8'-0" Section)	Week	\$32.5
1,000 CFM	Job Specific**	Day/Week
5,000 CFM	Job Specific**	Day/Week
15,000 CFM	Job Specific**	Day/Week
Generator(s) (Adequately sized to job requirements)	Job Specific**	Day/Week
3% Small Tools Charge (* i.e., 3% of total labor charges) * Plus Fuel at market rate plus 10% overhead & 10% profit	_	

and the second se			2.4		The shall	<u>i na u</u>
DESCRIPTION	UNIT	PRICE		DESCRIPTION	UNIT	PRIC
Blood and Stain Remover	Gallon	\$4.00		Dry Mist Air Freshener	Aerosol	\$13
Urine Odor and Stain Remover	Gallon	\$6.29		Shampoo Super Concentrate	Gallon	\$2.
Rusticide	Quart	\$22.50		Solvent Additive	Gallon	<b>\$4</b> .
Graffiti Remover	Quart	\$38.50		Fuel Oil Degreaser	Gallon	\$4.
Duct Sealer	Gallon	\$61.00		Heavy Duty Degreaser	Gallon	\$1.
Leather Cleaner	Quart	\$29.90		Wall and All Surface Cleaner	Gallon	\$4.
SERVPRO® Green	Gallon	\$1.94		Wall and All Plus	Gallon	\$5.
SERVPRO® Orange	Gallon	\$3.15		Wall Rinse	Gallon	\$2.
CitraSolvent	Gallon	\$57.70		Stone and Porcelain Cleaner	Gallon	\$7.
Sporicidin® Enzyme Mold Cleaner	Quart	\$63.70		Industrial Cleaner	Gallon	\$2.
Sporicidin® Disinfectant Spray	Quart	\$20.30		StainZap	Gallon	\$1.
Defoamer	Gallon	\$1.40		Powdered Emulsifier	Gallon	\$2.
Benefect®	Gallon	\$55.00		EXTREME Laundry Detergent	1 Gal. Jar	\$1.
Sporicidin®	Gallon	\$55.50		Pre-Spray & Traffic Lane Cleaner	Gallon	\$5.
Wintergreen Deodorizer	Gallon	\$1.43		Tile & Grout Cleaner	Gallon	\$23.
Vanquish	Gallon	\$1.10	8	Ultra Content CleanER	Gallon	\$2
Scotchgard® Carpet and Upholstery	Gallon	\$24.98		Regular Deodorizer	Gallon	\$1
EnviroSHIELDTM ES – 100 (Clear)	3 Gal. Pail	\$389.40		Citrus Deodorizer, Water- Based	Gallon	\$2
EnviroSHIELDTM ES – 90 (White)	3 Gal. Pail	\$342.30		Instant Odor Counteractant	Each	\$5
MDF – 500 (Part A & B) MODEC	2 Gal. Mix	\$325.40		Bio Odor Neutralizer	Gallon	\$3
Glass Cleaner, Super Concentrate	Gallon	\$6.14		Cherry Fog Deodorizer, High Volume	Gallon	\$65
Furniture Polish	Aerosol	\$12.10		Neutral Fog Deodorizer, High Volume	Gallon	\$65
Glass Cleaner, Ready-To-Use	Gallon	\$15.50		Gum Remover	Aerosol	\$17
Heatable Upholstery/Drapery Solvent	5 Gal. Pail	\$209.90		Solvent Spotter	Aerosol	\$15
Carpet and Upholstery Green	Gallon	\$3.37		Bright-N-Neutral Cleaner	Gallon	\$1
Concentrated Wood Oil Soap	Gallon	\$1.64		Lemon Oil Polish	Gallon	\$34
Lay Flat Ducting	LF	\$0.30		Coil Cleaner	Aerosol	\$14

SCHEDULE C - Consumables (Ready-to-Use):						
DESCRIPTION	UNIT	PRICE		DESCRIPTION	UNIT	PRICE
StainZap	Bottle	\$1.88		Rusticide	Bottle	\$7.90
Trash Bags	Box/Roll	\$23.50		N 95 Paper Respirator	Box/20	\$41.20
6 Mil Poly	Roli	\$78.00		Splash Safety Goggles	Each	\$18.80
Таре	Roll	\$9.25		Latex Gloves	Box/100	\$16.50
Packing Boxes	Ea.	\$4.15		Leather Safety/Work Gloves	Dozen	\$70.00
Pre-Filter for HEPA Air Scrubber	Ea.	\$14.75		Chemical Resistant Gloves	Dozen	\$100.00
Stainless Steel Cleaner	Aerosol	\$11.80		Half Mask Respirator	Each	\$25.80
Sponge Dry Clean	Case/36	\$44.84		Respirator Cartridges	Each	\$24.40
Dusting Cloth	50ea. Bag	\$49.00		Bio-Shield Coveralls	Case/25	\$206.00
Cleaning Towel	Dozen	\$16.50		Mop Head & Handle	Each	\$33.20
Vacuum Cleaner Bags	Pak/10	\$31.70				
			1			

**NOTE**: The above noted consumables represent the majority of chemicals, materials, and protective equipment used on 99% of all jobs. Occasionally, a situation or a site condition will arise that will require the use of a consumable or product not noted herein. When this situation occurs, we will perform services according to industry guidelines and charge an industry fair price for the material and/or equipment.

## SCHEDULE D - Reimbursable Expenses:

- Purchase Orders (Scaffolding and erection, high-lift, ladders, personal man-lifts, lighting, power generation, water, portable toilets, personal protection equipment, front loaders, dumpsters, trailers desiccant, etc.)
- Subcontract services will be invoiced at cost plus 10% overhead and 10% profit.

## SCHEDULE E - Miscellaneous Expense:

- Miscellaneous expenses (i.e., travel, lodging, meal per diem @ \$45/day, freight, utilities, etc.) will be invoiced at cost plus 10% overhead and 10% profit.
- Products other than those itemized in Schedule B will be invoiced at cost plus 10% overhead and 10% profit.

# Exhibit C: Contents Proposal

			1-									And so the
SERVPRO				Of Southern Monry	os County			ų	<u>T &amp;</u>	<u>M Initial Bid</u>	Sheet	
Client Name:	Middle Smithfield Elementar	ry Sc	chool			-		Phone N	umber:			
Address:	5180 Milford Road, East Stre	ouds	burg, P.	A 18301	_			Today'	s Date:		Dec	cember 16, 2015
						_			_			
Estimator:	Steve Lutz	9 Lutz						Date o	f Loss:			
Project Manager:	Steve Lutz		-		-	_		File N	umber:	LML-1216	2015-01	
		_	_	_		_		-		_	-	
Affected Area 1	L	w	H	Sq Ft.		Cul	nic Feet	Equipment		QTY.	Days	Total Quantity
Classroom 36 Contents	28	28	9	784		2	7056	.GR. Dehumidifie				0
		_	_			_	_	Air Mover				0
Labor	QTY.			Days	Hrs. / D	Day	Total Hrs.	gative Air-Mach		2	3	6
Restoration Supervisor	1			2	8		16	Vapor Shark				0
Restoration Technician	4			2	8		64	Itring Lights - 50	_			0
General Labor	3			2	8		48					0
		-			_	_					T	In the second
Affected Area 2	L	W	H	Sq Ft.	-	Cul	oic Feet	Equipment GR Delumidifie		QTY.	Days	Total Quantity
		Ц		0		_	0	Air Mover	_		┣──	0
Labor	QTY.			Days	Hrs. / I	Day	Total Hrs.	gative Air-Machi		_	+	0
Restoration Supervisor						-	0	Vapor Shark			1	0
Restoration Technician						-	0	tring Lights - 50				0
General Labor							0					0
		_								_		
Affected Area 3	L	w	н	Sq Ft.		Cul	bio Feet	Equipment		QTY.	Days	Total Quantity
				0			0	GR Dehumidifie				0
								Air Mover			1	0
Labor	QTY.			Days	Hrs. / I	Day	Total Hrs.	gative Air-Machi				0
Restoration Supervisor							0	Vapor Shark			1	0
Restoration Technician							0	itring Lights - 50			1	0
General Labor							0					0
		-			-							
Affected Area 4	L	w	H	Sq Pt.		Cui	blo Feet	Equipment		QTY.	Days	Total Quantity
				0			0	GR Dehumidific				0
		_	_				_	Air Mover				0
Labor	QTY.			Days	Hrs. / 1	Day	Total Hrs.	gative Air-Machi	_			0
Restoration Supervisor							0	Vapor Shark				0
Restoration Technician							0	tring Lights - 50				0
General Labor							0					0

#### JOB SITE / MANAGEMENT

Labor	QTY.	Days	Hrs. / Day	Total Hrs.
Project Coordinator				0
Sr. Project Manager				0
Project Manager	1	1	1	1
Asst. Project Manager				0
icalth & Safety Officer				0
Resource Coordinator				0
Clerical / Admin				0
				0

Equipment	QTY.	Days / Wook	Total Quantity
kva Generator /			0
Spider Box			0
50' Cable			0
nponary Fence / 1			0
Back Pack HEPA	4	2	8
ortable Extractio			0
Pump - Sump			0
Drying Furnance			0

#### PRICING

Labor	Total Hrs.	\$ / Hr	Total \$
Project Coordinator	0	\$120.00	\$0.00
Sr. Project Manager	0	\$104.00	\$0.00
Project Manager	1	\$88.00	\$88.00
Asst. Project Manager	0	\$75.00	\$0.00
icalth & Safety Officer	0	\$85.00	\$0.00
Resource Coordinator	0	\$58.00	\$0.00
Clerical / Admin	0	\$37.50	\$0.00
Restoration Supervisor	16	\$56,00	\$896.00
Restoration Technician	64	\$51.00	\$3264.00
General Labor	48	\$51.00	\$2448.00

Eculoment	Total Qty.	\$ / Each	Total \$
kva Generator /	0	\$2425.00	\$0.00
Spider Box	0	\$35.00	\$0.00
50' Cable	0	\$16.00	\$0.00
mponary Fence / \	0	\$32.50	\$0.00
Back Pack HEPA	8	\$125.00	\$1000.00
ortable Extractio	0	\$325.00	\$0.00
Pump - Sump	0	\$63.00	\$0.00
Drying Furnance	0	\$525.00	\$0.00
GR Dehumidifie	0	\$129.50	\$0.00
Air Mover	0	\$30.00	\$0.00
gative Air-Mach	6	\$115.00	\$690.00
Poly & Tape Seta	0	\$95.00	\$0.00
Packing Bozes	50	\$3.75	\$187.50

#### Sub - Contractors

\$1123.36

Sub-Contractors	Projected Cost
*	

17% Consumables Fee

Sub-Contractors	Projected Cost
2	
•	

Total Labor:	\$6696.00
Associated Fees Including vehicles:	\$733.92
Equipment:	\$1877.50
Consumables:	\$1123.36
Sub-Contractors(including 10&10):	\$0.00
6% Tax:	\$625.85

	Normal Hours	After Hours
RAND TOTAL	\$11056.63	\$13735.03
ND TOTAL w/	\$12152.29	\$15108.53

# Exhibit D: Demo Proposal

				Of So	nthern	Monr	oe County	1	<u>&amp; M</u>	Initial E	lid Sheet	
Client Name:	Midd	le Smit	hfield I	Elemer	itary Sci	hool		Phone Nun	iber:		Distance of the	
Address:							A 18301				December 16, 201	
	-	_		_		_			-	-		
Estimator:	Steve	Lutz				_		Date of I	Loss:			
Project Manager:	Steve	Lutz	-	-	-			File Nun	iber:	LML-1	2162015-01	
									_		1	
Affected Area 1	L	W	H	Sq.		C	Cubic Feet	Equipment	Q	TY.	Days	Total Quantit
Classroom 36 Demo	28	28	9	71	84		7056	LGR Dehumidifier	_	_	+	0
	_		_	-	_	-		Air Mover	_	_		0
Labor	Q		Da		Hrs. /		Total Hrs.	Negative Air-Machine		3	1	3
Restoration Supervisor	1		1		8		8	Vapor Shark				0
Restoration Technician	2	2	1		8		16	String Lights - 50"	_	_		0
General Labor	2	2	1		8		16		_	_		0
Affected Area 2	L	w	н	Sq	Ft.		Cubic Feet	Equinment	0	TY.	Days	Total Quantit
Attic Containment	28	28	9		84		7056	LGR Dehumldifier			1	0
					_	_		Air Mover				0
Labor	01	ry.	De	W	Hrs./	Day	Total Hrs.	Negative Air-Machine	_	4	3	12
Restoration Supervisor							0	Vapor Shark	_			0
Restoration Technician					8	-	24	String Lights - 50"	-	_	1	0
General Labor							0					0
		_		_								
Affected Area 3	L	w	H	Sq	Ft.	(	Cubic Feet	Equipment	Q	TY.	Dayı	Total Quantit
ic Area (above computer la	b)				0		0	LGR Dehumldifier				0
								Air Mover				0
Labor	Q	FY.	Da	iya	Hrs./	Day	Total Hrs.	Negative Air-Machine		2	2	4
Restoration Supervisor							0	Vapor Shark				0
<b>Restoration Technician</b>	1		1		2		2	String Lights - 50"				0
General Labor							0					0
					<b>1</b> 14						1	
Affected Area 4	L	W	H	Sq	_	-	Cubic Feet	Equipment	Q	TY.	Days	Total Quantit
Additional Areas				_	0	-	0	LGR Dehumidifier	-			0
Labor	01	ГҮ.	D	iys	Hrs./	Der	Total Hrs.	Negative Air-Machine		4	2	0
Restoration Supervisor	-		ř							-		
Restoration Technician	_	4	-		10	_	10 40	Vapor Shark String Lights - 50"			-	0
rentor allow recumellan		τ			10	v	40	anink rikue - 26				0

#### JOB SITE / MANAGEMENT

Labor	QTY.	Days	Hrs. / Day	Total Hrs.	Equipment	QTY.	Days / Weel	Total Quantity
Project Coordinator				0	25 kva Generator / Wi			0
Sr. Project Manager				0	Spider Box			0
Project Manager	1	1	6	6	50' Cable			0
Asst. Project Manager				0	Temporary Fence / Wk			0
Health & Safety Officer				0	Back Pack HEPA	7	3	21
Resource Coordinator				0	Portable Extraction	1	1	1
Clerical / Admin				0	Pump - Sump			0
				0	Drying Furnance			0

#### PRICING

Labor	Total Hrs.	\$ / Hr	Total \$
Project Coordinator	0	\$120.00	\$0.00
Sr. Project Manager	0	\$104.00	\$0.00
Project Manager	6	\$88.00	\$528.00
Asst. Project Manager	0	\$75.00	\$0.00
Health & Safety Officer	0	\$85.00	\$0.00
Resource Coordinator	0	\$58.00	\$0.00
Clerical / Admin	0	\$37.50	\$0.00
<b>Restoration Supervisor</b>	18	\$56.00	\$1008.00
<b>Restoration Technician</b>	82	\$51.00	\$4182.00
General Labor	56	\$51.00	\$2856.00
			1

3% Small Tool Fee	\$241.38
17% Consumables Fee	\$1367.82

Equipment	Total Qty.	\$/Each	Total \$
25 kva Generator / Wi	0	\$2425.00	\$0.00
Spider Box	0	\$35.00	\$0.00
50' Cable	0	\$16.00	\$0.00
Temporary Fence / Wk	0	\$32.50	\$0.00
Back Pack HEPA	21	\$125.00	\$2625.00
Portable Extraction	1	\$325.00	\$325.00
Pump - Sump	0	\$63.00	\$0.00
Drying Furnance	0	\$525.00	\$0.00
LGR Dehumidifier	0	\$129.50	\$0.00
Air Mover	0	\$30.00	\$0.00
Negative Air-Machine	27	\$115.00	\$3105.00
Poly & Tape Sets	6	\$95.00	\$570.00
Packing Boxes	0	\$3.75	\$0.00

#### Sub - Contractora

Sub-Contractors	Projected Cost
Electrical	\$1426.23
Dumpsters	\$650.00
19	
(*)	

Sub-Contractors	<b>Projected Cost</b>
-	
*	

Total Labor:	\$8574.00
Associated Fees Including vehicles:	\$927.30
Equipment:	\$6625.00
Consumables:	\$1367.82
Sub-Contractors(including 10&10):	\$2491.48
6% Tax:	\$1049.65

	Normal Hours	After Hours
GRAND TOTAL	5210355241	S24464.84
	\$231330 <i>771</i>	\$26911.33

# Exhibit E: Pre-loss Condition(s)

On 15-December, 2015, SERVPRO® of Southern Monroe County received a call from Christopher J. Fisher that there was Mold found at Middle Smithfield Elementary School at 5180 Milford Road, East Stroudsburg, PA 18301. resulting from CAUSE. An immediate site inspection was set up with all available materially interested parties on 16 - December, 2015. During the initial walk-through, the following pre-loss condition(s) were noted:

1. Rot and damage beyond repair in the attic area to a support beam. SERVPRO recommends replacement of the beam to ensure mold remediation can be completed.