

VI.A.I

167 E. Moorestown Rd. Wind Gap, PA 18064 610-746-4220

# Estimate

For questions contact: Melissa T DeNault

## Estimate Number: 5622

<u>Customer:</u> E.S.S.D Athle 50 Vine Stree East Stroudsk		50 Vir East S	<u>Fo:</u> .D Athletics ne Street Stroudsburg, PA 18301 e-rogers@esasd.net	Vali PO Prir	nary Pł	ione:	Sep 2 (570) (570)	06, 2022 29, 2022 242-1398 424-8471 20520
Shed Size: Shed Style: Siding Style: Roof Type: Sheeting: Trim Type:	14x20 A-Frame Garage SmartTec Shingles TechShield Roof Mira-Tec	Siding: Roof: Trim (Fascia): Corner Trim: Door Trim: Doors:	TBD - Paint TBD - Shingles TBD - Wood TBD - Wood TBD - Wood TBD - Paint	Windov Windov Shutter Shutter Loadin	vs: <sup>•</sup> Type: •s:	Not Appl No Wind No Shutt No Shutt	ows ers	- Wood
1	14x20 A-Frame Garage	(Smart Tec)			J.	\$8641	1.00	\$8641.00
	BASE PRICE INCLUDES: - Two 30x36 Slider Windows with Trim - 9x7 Solid Insulated Overhead Door - 7' Wall Height - 5/12 Pitch Roof - Non Pre-hung Single Door with Sill Protector - Tech-Shield Radiant Barrier Roof Sheathing - 30 Year Architectural Shingles - Pressure Treated 4x4 Runners - Pressure Treated 2x4 Floor Joists 8" On Center - DELIVERY WITHIN 30 MILES							
2 TERMS OF ACC	Credit for Included Vertic					-\$215	5.00	-\$430.00
accepted. Payme	ent terms are 50% down, with bal	ance due at delive	and conditions are satisfactory and are hereby at delivery. NOTE: All construction material less to meet transportation requirements. Floor		Subto			\$8211.00
lengths are exact					Sales	1 64 1		\$0.00
					Total			\$8211.00
					ayments		\$0.00	
					Bala	nce		\$8211,00
					Accep	ted By		

Date

VI.A.2

## Kramer Sheds

۰,

256 Stadden Rd Tannersville PA 18372 info@kramersheds.com www.kramersheds.com Bill To:

> Denise Rogers East Stroudsburg School District

# Estimate

Number: E192

Date: September 07, 2022

Ship To:

Denise Rogers East Stroudsburg School District

Description	Quantity	Price	Тах	Amount
14x20 A-Frame 1 Car in T-111	1.00	8,549.00	V	8,549.00
20ft ridge vent	1.00	200.00	V	200.00
36" Side entry Door	1.00	0.00	<b>v</b>	0.00
9x7 Garage Door	1.00	0.00	V	0.00
Credit for Windows	2.00	(30.00)	V	(60.00)
Delivery	1.00	195.00	~	195.00
			Sub-Total	\$8,884.00
		State Tax 0.00	)% on 8,884.00	0.00
			Total	\$8,884.00

EAST STROUDSBURG Area School District

Denise Rogers <denise-rogers@esasd.net>

	Creating the	Futurel				<b>.</b>
	Estimate 258 1 message	55 from Stoltzfus Stru	ctures			
F			notification.intui	t.com>	V	/ed, Sep 7, 2022 at 11:48 AM
	Dear Denise Ro Thanks for this r	gers, nornings phone call inquiry.				
	Please review th	ne estimate below. Feel free to c	contact us if you	have any que	stions.	
	We look forward	to working with you.				
	Thanks for your Stoltzfus Structu 908-621-3017 410 State Route Colombia, NJ 07 stoltzfusshed@g	res and Furniture 94, 7832				
	,					
	30					
	3					
		Esti	mate		al tota half had and and part just had part has just and part on	
	410 State Rout Columbia, NJ 9086213017 stoltzfussheds.c	07832 US				
	Estimate #: Date: Exp. Date:	2555 09/07/2022				
		\$10,859.00				
	Address:					
	Denise Rogers JT Lambert In East Stroudsb	termediate School				
				. Los los sur las rei au los sur au au a		
	<u>Date A</u> 09/07/2022 Sa	ctivity Description les 14x20 Cottage A Frame Garage Includes: LP Smart Siding with Trim 30 Yr. ARC Shingles 9x7 Overhead Garage Door 1- 3' Side Door No Windows	<u>Qty</u>	Rate	Amount 10,859.001	

8" OC PL Smart Floor 2- End Vents 4x4 Runners Free Delivery onto your level site

SubTotal:	\$10,859.00
Tax:	\$0.00
Total:	\$10,859.00
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Payment due in full upon delivery. 1.5% per month to be added to past due invoices. \$30 charge for NSF Checks. Cancellation after 3 days from order date subject to 15% restocking fee. Customer is responsible for all building permits and compliance with local regulations. Customer responsible to ensure access for delivery. Stoltzfus Structures is not responsible for any yard or property damage. If entering neighbors property, customer must have written permission. Quote expires in 10 days.

Estimate\_2555\_from\_Stoltzfus\_Structures\_\_Furniture.pdf

THE PARTY CONTRACTOR AND A CONTRACT STREET

9/29/22, 10:18 AM



VI.A.4

Amy Famighetti <amy-famighetti@esasd.net>

## Form 611

1 message

**Google Forms** <forms-receipts-noreply@google.com> To: amy-famighetti@esasd.net

Thu, Sep 29, 2022 at 10:17 AM

Thanks for filling ou	t Form 611
Here's what was received.	
Edit response	
	Form 611
MUST BE COMPLETED FO \$5,000.00	PR ANY PROCUREMENT OF A SERVICE OR ITEM OVER
Your email ( <b>amy-famighetti</b>	@esasd.net) was recorded when you submitted this form.
an a	
Untitled Section	
Untitled Section	EAST STROUDSBURG AREA SCHOOL DISTRICT Procurement Form
Untitled Section Untitled Section	EAST STROUDSBURG AREA SCHOOL DISTRICT

Untitled Title	× 1.14
Department *	
Facilities	
Building *	
Admin	.7%.18
What service or item are requesting *	
Shed at JTL	
Why are you requesting the service or item *	
replacement shed needed	
Suggested replacement *	чı.
Lapp Structures \$8211.00	
Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)	
Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. * Yes	

8211.	is the total cost of the purchase? *
Proc	urement Method: *
Ο	Quote Received only one Proposal
0	Request for Proposal (RFP)
0	Bid
۲	Other: called three vendors for three quotes
	this purchased through a PA State Contract or Approved Consortiums? If yes
	Yes
<b></b>	Pennsylvania State Contract
$\square$	COSTARS
	Keystone Purchasing Network
	PEPPM National Contract Program (Technology Bidding and Purchasing)
	US Communities

	purchased through a Pa State Contract or approved Consortium, ude contract number.
Which Fur 10	ld will be charged? *
What accc 2620-610	unt will be charged? *
Selection o	of the winning proposal, was the lowest price selected? If not, please
explain wr Yes	y and the process of selecting the vendor. *
Any additio	onal information you would like to provide.

Create your own Google Form Report Abuse



INVOICE

No. 55750 08/26/2022

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Craig Neiman

#### H.S. North & Smithfield E.S. Flooring Replacement

287029

For Services Rendered From July 30, 2022 To August 26, 2022

DEI Fee: 7% of \$1,244,915 = \$87,144.05

00 - Basic Services

Contract Amount	Previously E	lilled	% Complete	Invoice Amount
\$87,144.05	\$82,78	36,85	99.00	\$3,485.76

## INVOICE TOTAL \$3,485.76

Prior Billing Information

Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
55631	7/29/2022	\$8,714.41	\$0.00	\$0.00	\$0,00	\$8,714.41
Total Prior Billing	e possibilit la transme	\$8,714.41	\$0.00	\$0.00	\$0.00	\$8,714.41

VI.B.J



INVOICE

No. 55751 08/26/2022

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Craig Neiman

## H.S. North Natatorium Roof Replacement

287030

For Services Rendered From July 30, 2022 To August 26, 2022

DEI Fee: 7% of \$884,400 = \$61,908

00 - Basic Services

 Contract Amount
 Previously Billed
 % Complete
 Invoice Amount

 \$61,908.00
 \$53,622.48
 90.35
 \$2,309.23

INVOICE TOTAL \$2,309.23

VI.B.3



www.dhuy.com

INVOICE

No. 55752 08/26/2022

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Cralg Neiman

#### H.S. South Turf Field Replacement

287031

For Services Rendered From July 30, 2022 To August 26, 2022

DEI Fee: 7% of \$558,210 = \$39,074.70

00 - Basic Services

Contract Amount	Previously Billed	% Complete	Invoice Amount
\$39,074.70	\$35,827.98	97.00	\$2,074.48

#### **INVOICE TOTAL** \$2,074.48

Prior Billing Inform	mation				Received a state and a state of the	
Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
55632	7/29/2022	\$1,035.91	\$0.00	\$0.00	\$0.00	\$1,035.91
Total Prior Billing	1.25 - 14.27 T	\$1,035.91	\$0.00	\$0.00	\$0.00	\$1,035.91

VI.B.Y



D'HUY Engineering, Inc. One East Broad Street, Suite 310 Bethlehem, PA 18018 Phone: 610.865.3000 www.dhuy.com INVOICE

No. 55753 08/26/2022

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Craig Neiman

#### **Bushkill ES HVAC Replacement (Trane)**

287032

For Services Rendered From July 30, 2022 To August 26, 2022

00 - Basic Services

 Contract Amount
 Previously Billed
 % Complete
 Invoice Amount

 \$29,500.00
 \$3,940.02
 25.00
 \$3,434.98

## INVOICE TOTAL \$3,434.98

Prior Billing Inform	nation		$(\frac{1}{2},1$	俄		
Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
55633	7/29/2022	\$990,02	\$0,00	\$0.00	\$0.00	\$990,02
Total Prior Billing	Bana insue a particular	\$990,02	\$0.00	\$0,00	\$0.00	\$990.02

VI.B.S



D'HUY Engineering, Inc. One East Broad Street, Suite 310 Bethlehem, PA 18018 Phone: 610.865.3000 www.dhuy.com INVOICE

No. 55754 08/26/2022

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Cralg Nelman

#### North Campus Storm Pipe Replacement

287034

For Services Rendered From July 30, 2022 To August 26, 2022

DEI Fee: 7.5% of \$150,000 + \$2,500 = \$13,750

## 00 - Basic Services

 Contract Amount
 Previously Billed
 % Complete
 Invoice Amount

 \$13,750.00
 \$8,250.00
 70.00
 \$1,375.00

## INVOICE TOTAL \$1,375.00

Prior Billing Inform	mation					
Invoice		0 - 30	31 - 60	61-90	Over 90	Balance
55635	7/29/2022	\$1,375.00	\$0.00	\$0.00	\$0.00	\$1,375.00
Total Prior Billing		\$1,375.00	\$0.00	\$0.00	\$0.00	\$1,375.00

APPLIC	To: ESASD Project: High School South Pool Repair Application No: 5 Distribution to:	App. Date:     8/31/22     OWNER       From:     All State Technology, Inc.     Derived to:	Contract For: Via Architect <sup>1</sup> Via Architect <sup>1</sup>	TION FOR PAYMENT hown below, in connection with the contract.	250.13 CONTRACTOR All State Technology, Inc.	of Completed Mork County of:	Of Stored Material     Luanne Adams personally appeared before me this       RETAINAGE $10.00$ Luanne Adams personally appeared before me, the unsertain satisfactory evidence of identification to be the person volume to	DR PAYMENT 364 590.60	NCLUDING RETAINAGE \$15,627.50 in accordance with the Contract Documents, based on on \$15,627.50 comprising this application, the Architect certifies to the Output of the Work is in accordance with the Contract Documents, based on on- quality of the Work is in accordance with the Contract Documents, based on on-	IRY ADDITIONS DEDUCTIONS	Piroval this Month TOTALS <i>スタ チ の</i> on this Application and on the Continuation Sheet that are changed to conform to the Application and on the Continuation Sheet that are changed to conform to the ANCHTECT:	41070	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.	ocuments which has this caution printed in red. An original assures their changes will not be obscured as may occur when documents are convinced
ruz APPL	ЪТ.	From	Contract For	CONTRACTO Application is made Continuation Sheet 1. ORIGINAL CO	A. TOTAL COMPL     A. TOTAL COMPL	5. RETAINAGE	b. of TOTAL REI 6. TOTAL EADMER	7. LESS PREVIOU 8. CURRENT PAVI	9. BALANCE TO FI	CHANGE ORDER SUMMA Total changes approved in Previous months by Owner	Total approval this Month TOTA NET CHANGES by Change Order		CAUTION: You should us	

Page 1 of 1	December 1, 2021	DEI 287024	Retainage	1	2.50				Calific Calific	tù iµtr∓z.	anitalit was	-	-11-21/442	Pro Rosentiers	10127.53
Application No: 5		Project No: DEI	H Balance to Finish								12200				5500 00
D	ζ L i	24	%	11.6	0 01	1001	001	10.0	100		76.8 .	200	2 53 22	200	1000
All State Technology, Inc. Ap		U.	Total Completed and Stored To Date	18,000	25.000	TTT	000.00	20:020	55,000	10.000		15030	(1000	0	34 829
AI	,	HL.	Materials Stored & Used Prior + Current												
th Pool Repair aining	ły.	ш	Work Completed Previous This ation(s) Period			And the second se									
High School South Pool Repair PAYMENT, containing	items may app	۵	Mork C From Previous Application(s)	16,000	28.008	27.000	75002	20,026	2 24 CM CO	49,500	12, 820	15 2320	3 12 4 4 J	0	39.450
FICATE FOR P	etainage for line	C C	schedule of Values	16, 500	20,000	25.000	15, 200	20.000	Π		1 10.00		0		2500
Document 702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.	Community on Contracts where variable retainage for line items may apply.	B Description of Work		or		ngs and pipes	loor	les.							•
Document 702, APPLICATION Contractor's signed Certification				IwoDilization Demo of pool floor	demo of tile	demo of pool fittings and pipes	Install new pool tloor install new file	replace gutter pipes.	repair cracks	new gutter buinose and grates new pool ladders & main draine	new filter room controis	new pool floor	allowance	start up	
Con Lise		Item	#	- 0	m	4 4	9 0	7	∞ c		T	1	13		7

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 J=Amount Withheld from G 5500" 101275 54 GRAND TOTAL: 405, 00, 405,100

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To Convert:     East Stroudsburg Area S.D.,     From (connector):     Cop (connect	From Contraction: Coope Commercial Flocinity       Transferentiary       DHuy Engineering Inc.         Ithfield Elementary       Contract.       Explorest	Applicat	Application Period: September, 2022	Application Date: 9/28/2022
Elementary     Contract: Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractor Patce     \$ 355,754,50       Avment Change Order     2.045,50     Contractor Patce     \$ 355,754,50       Avment Change Order     2.045,50     Contractor Regress Estimate)     \$ 355,754,50       Avment Change Order     2.045,50     Contractors Progress Estimate)     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 365,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     0     0     0	Elementary     Contract: Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractors Project No: 5529     Engineer's Project No: 287029       AvmEnt Change Order Summay     Contractor Patce     \$ 355,754,50       Avment Change Order     2.045,50     Contractor Patce     \$ 355,754,50       Avment Change Order     2.045,50     Contractor Regress Estimate)     \$ 355,754,50       Avment Change Order     2.045,50     Contractors Progress Estimate)     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 365,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: x 355,754,50     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     0     x: anon not but that are stored whether     \$ 355,754,50       Bit     0     0     0     0	East Stroudsburg Area S.D.	Cope Commercial Flooring	Engineer) D'Huy Engineering Inc.
AvmExt Character's Project No:: 5529     Engineer's Project No:: 287029       AvmExt Charge Coder Summary <ul> <li>AvmExt Charge Coder Summary</li> <li>Charles Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Charles Coder Summary</li> <li>Sint Trage Coder Sumary Summ</li></ul>	AvmExt Character's Project No:: 5529     Engineer's Project No:: 287029       AvmExt Charge Coder Summary <ul> <li>AvmExt Charge Coder Summary</li> <li>Charles Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Sint Trage Coder Summary</li> <li>Charles Coder Summary</li> <li>Sint Trage Coder Sumary Summ</li></ul>			
Change Order Summary     Signature       Additions     Deductions     1       Additions     2.045.50       Additions     2.054.550       Additions     2.054.550       Additions     2.054.550       Additions     2.054.550       Additions     2.055.754.45       Mount     2.000       Additions     3.057.754.50       Additions     3.000000000000000000000000000000000000	Change Order Summary     Signature       Additions     Deductions     1       Additions     2.045.50       Additions     2.054.550       Additions     2.054.550       Additions     2.054.550       Additions     2.054.550       Additions     2.055.754.45       Mount     2.000       Additions     3.057.754.50       Additions     3.000000000000000000000000000000000000		5529	neer's Project No.: 287029
Additions     Descriptions     1. ORIGINAL CONTRACT PRICE     \$ 355,400       Additions     Descriptions     2,645,50     \$ 256,754,50     \$ 255,754,50       Additions     2,645,50     3,55,754,50     \$ 355,754,50       Additions     2,00,x4, contract price (line 1 ± 2)     \$ 355,754,50       Additions     2,00,x4, s355,754,45     Work completed     \$ 355,754,50       Additions     2,00,x, s355,754,45     Work completed     \$ 355,754,55       Additions     2,00,x, s355,754,45     Work completed     \$ 35,575,45       Additions     2,00,x, s355,754,45     S more completed     \$ 35,575,45       Additions     3,00,00     S additions     \$ 35,575,45       Additions     2,00,00     S additions     \$ 35,575,45       Additions	Additions     Descriptions     1. ORIGINAL CONTRACT PRICE     \$ 355,400       Additions     Descriptions     2,645,50     \$ 256,754,50     \$ 255,754,50       Additions     2,645,50     3,55,754,50     \$ 355,754,50       Additions     2,00,x4, contract price (line 1 ± 2)     \$ 355,754,50       Additions     2,00,x4, s355,754,45     Work completed     \$ 355,754,50       Additions     2,00,x, s355,754,45     Work completed     \$ 355,754,55       Additions     2,00,x, s355,754,45     Work completed     \$ 35,575,45       Additions     2,00,x, s355,754,45     S more completed     \$ 35,575,45       Additions     3,00,00     S additions     \$ 35,575,45       Additions     2,00,00     S additions     \$ 35,575,45       Additions	PPLICATION FOR PAYMENT Change Order Summary		
2. Net change by Change Orders       \$ (2,645.50)         3. CURRENT CONTRACT PRICE (Line 1 ± 2)       \$ 355,754.50         4. TOTAL COMPLETED AND STORED TO DATE       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.50         6. O       \$ x \$ 355,754.45       Work completed       \$ 355,754.50         7. RETAINAGE:       a. O       \$ \$ 355,754.45       Work completed       \$ 35,7754.50         8. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)       a. O       \$ 320,179.05       \$ 320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05       \$ 320,179.05         8. AMOUNT DUE THIS APPLICATION       \$ 320,179.05       \$ 35,575.45         9. Less PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05         9. AMOUNT DUE THIS APPLICATION       \$ 320,179.05	2. Net change by Change Orders       \$ (2,645.50)         3. CURRENT CONTRACT PRICE (Line 1 ± 2)       \$ 355,754.50         4. TOTAL COMPLETED AND STORED TO DATE       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.50         6. O       \$ x \$ 355,754.45       Work completed       \$ 355,754.50         7. RETAINAGE:       a. O       \$ \$ 355,754.45       Work completed       \$ 35,7754.50         8. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)       a. O       \$ 320,179.05       \$ 320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05       \$ 320,179.05         8. AMOUNT DUE THIS APPLICATION       \$ 320,179.05       \$ 35,575.45         9. Less PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05         9. AMOUNT DUE THIS APPLICATION       \$ 320,179.05	sproved Change Orders	1. ORIGINAL CONTRACT PRICE	
4. TOTAL COMPLETED AND STORED TO DATE       5       355,754.50         5. RETAINAGE:       355,754.45       work completed	4. TOTAL COMPLETED AND STORED TO DATE       5       355,754.50         5. RETAINAGE:       355,754.45       work completed	Additions	3 5	1 10
Column F on Progress Estimate)       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.45         a. 0       % x \$ 355,754.45         b. 0       % x \$ 355,754.45         b. 0       % x \$ 355,754.45         c. Total Retainage (Line 5a + Line 5b)       \$ 200,179.05         c. Total Retainage (Line 6a + Line 5b)       \$ 320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05         8. AMOUNT DUE THIS APPLICATION       \$ 35,575.45         9. BALANCE TO FINISH, PLUS RETAINAGE       \$ 0.00         9. Example of       \$ 11ne 8 ar other - attach explanation)         10. Forum G on Progress Estimate + Line 5 above)       \$ 35,575.45         11. Line 8 or other - attach explanation of other amount)       \$ 100         11. Recommended by:       \$ 35,575.45         12. Payment of:       \$ (Line 8 or other - attach explanation of other amount)         13. recommended by:       \$ 100 (TOP)         14. Recommended by:       \$ 100 (TOP)         15. approved by:       \$ (Line 8 or other - attach explanation of other amount)         15. approved by:	Column F on Progress Estimate)       \$ 355,754.50         5. RETAINAGE:       \$ 355,754.45         a. 0       % x \$ 355,754.45         b. 0       % x \$ 355,754.45         b. 0       % x \$ 355,754.45         c. Total Retainage (Line 5a + Line 5b)       \$ 200,179.05         c. Total Retainage (Line 6a + Line 5b)       \$ 320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       \$ 320,179.05         8. AMOUNT DUE THIS APPLICATION       \$ 35,575.45         9. BALANCE TO FINISH, PLUS RETAINAGE       \$ 0.00         9. Example of       \$ 11ne 8 ar other - attach explanation)         10. Forum G on Progress Estimate + Line 5 above)       \$ 35,575.45         11. Line 8 or other - attach explanation of other amount)       \$ 100         11. Recommended by:       \$ 35,575.45         12. Payment of:       \$ (Line 8 or other - attach explanation of other amount)         13. recommended by:       \$ 100 (TOP)         14. Recommended by:       \$ 100 (TOP)         15. approved by:       \$ (Line 8 or other - attach explanation of other amount)         15. approved by:			
5. RETAINAGE:       a. 0/2 % x \$355,754.45       Work completed	5. RETAINAGE:       a. 0/2 % x \$355,754.45       Work completed		(Column F on Progress Estimate)	
a. U. %x \$. 533, / 34, 40       Work completed	a. U. %x \$. 533, / 34, 40       Work completed		RETAINAGE:	
b. 0       % x \$       Stored Material       \$ <td>b. 0       % x \$       Stored Material       \$<td></td><td>% x \$ 300, / 04.40</td><td>\$</td></td>	b. 0       % x \$       Stored Material       \$ <td></td> <td>% x \$ 300, / 04.40</td> <td>\$</td>		% x \$ 300, / 04.40	\$
c. Total Retainage (Line 5a + Line 5b)       5       320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       5       320,179.05         8. AMOUNT DLE THIS APPLICATION       5       320,179.05         8. AMOUNT DUE THIS APPLICATION       5       320,179.05         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         10. Entile APPLICATION       5       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         10. Column G on Progress Estimate + Line 5 above)       5       0.00         Payment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Fayment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Payment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line	c. Total Retainage (Line 5a + Line 5b)       5       320,179.05         7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)       5       320,179.05         8. AMOUNT DLE THIS APPLICATION       5       320,179.05         8. AMOUNT DUE THIS APPLICATION       5       320,179.05         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         10. Entile APPLICATION       5       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         9. EALANCE TO FINISH, PLUS RETAINAGE       0.00       0.00         10. Column G on Progress Estimate + Line 5 above)       5       0.00         Payment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Fayment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Payment of:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line 8 or other - attach explanation of other amount)       9/20         10. Recommended by:       (Line		% X \$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		c. Total Retainage (Line 5a + Line 5b)	1
7. LESS PREVIOUS PAYMEWTS (Line 6 from prior Application)       5       320,179.05         8. AMOUNT DUE THIS APPLICATION	7. LESS PREVIOUS PAYMEWTS (Line 6 from prior Application)       5       320,179.05         8. AMOUNT DUE THIS APPLICATION			\$
9. BALANCE TO FINISH, PLUS RETAINAGE       0.00         (column G on Progress Estimate + Line 5 above)       \$ 0.00         Payment of:       \$ 35,575.45         Payment of:       \$ 35,575.45         Is recommended by:       \$ 105 Muture of other amount)         Payment of:       \$ 105 Muture of other amount)         Is approved by:       \$ (Line 8 or other - attach explanation of other amount)         Approved by:       Funding Agency (ff applicable)	9. BALANCE TO FINISH, PLUS RETAINAGE       0.00         (column G on Progress Estimate + Line 5 above)       \$ 0.00         Payment of:       \$ 35,575.45         Payment of:       \$ 35,575.45         Is recommended by:       \$ 105 Muture of other amount)         Payment of:       \$ 105 Muture of other amount)         Is approved by:       \$ (Line 8 or other - attach explanation of other amount)         Approved by:       Funding Agency (ff applicable)	TOTALS	7. LESS PREVIOUS PAYMENTS (Line 6 from prio 8. AMOUNT DUE THIS APPLICATION	69 69
Payment of:       \$ 35,575.45         Payment of:       (Line 8 or other - attach explanation of other amount)         is recommended by:       Joshum Grúce         Payment of:       Joshum Grúce         (Line 8 or other - attach explanation of other amount)         is approved by:       \$ (Line 8 or other - attach explanation of other amount)         Approved by:       Funding Agency (ff applicable)	Payment of:       \$ 35,575.45         Payment of:       (Line 8 or other - attach explanation of other amount)         is recommended by:       Joshum Grúce         Payment of:       Joshum Grúce         (Line 8 or other - attach explanation of other amount)         is approved by:       \$ (Line 8 or other - attach explanation of other amount)         Approved by:       Funding Agency (ff applicable)			6
is recommended by: Joshum Grice 9/26 Payment of: \$ The 8 or other - attach explanation of other amount) is approved by: (Line 8 or other - attach explanation of other amount) Approved by: Funding Agency (if applicable)	is recommended by: Joshum Grice 9/26 Payment of: \$ The 8 or other - attach explanation of other amount) is approved by: (Line 8 or other - attach explanation of other amount) Approved by: Funding Agency (if applicable)	ONTRACTOR'S CERTIFICATION The undersigned Contractor certifies that: (1) all previous progress p ceived from Owner on account of Work done under the Contract have beer	Payment of:	xplanation of other amount)
Payment of: \$ (Line 8 or other - attach explanation of other amount) is approved by: (Owner) Approved by: Funding Agency (if applicable)	Payment of: \$ (Line 8 or other - attach explanation of other amount) is approved by: (Owner) Approved by: Funding Agency (if applicable)	1 account to discrarge Contractor's legitimate obligations incurred in connect lork covered by prior Applications for Payment; (2) title of all Work, mate quipment incorporated in said Work or othenvise listed in or covered prefication for Payment will nass to Owner at time of navment free and cited.	is recommended by:	9/26
-) (U.V.S (Owner) Date: 9/28/2022 Approved by: Funding Agency (if applicable)	-) (U.V.S (Owner) Date: 9/28/2022 Approved by: Funding Agency (if applicable)	provident in the provident and provident and the	Payment of.	
Date: 9/28/2022 Approved by: Funding Agency (if applicable)	Date: 9/28/2022 Approved by: Funding Agency (if applicable)	Jru h-)auz -		
		Date:	Approved by:	

**Progress Estimate** 

3

# Contractor's Application

		0	Balance to	Finish (B - F)									
					0	0	0	0	0	0	0	0	 0
			%	<u>Ш</u> а	100	100	100	100	100	100	100	100	100
		ш.	Total Completed	and Stored to Date (C + D + E)	31,225	14,135	122,060	53,805	75,000	6,500	55,675	-2,645	355,754.50
ther. 6	<sup>2:</sup> 9/28/2022	ш		Materials Presently Stored (not in C or D)									
Application Number.	Application Date:	bleted		This Period								-2,645.50	-2,645.50
		Work Completed	U	From Previous Application (C + D)	31,225	14,135	122,060	53,805	75,000	6,500	55,675		358,400
		ß		Scheduled Value	\$31,225	\$14,135	\$122,060	\$53,805	\$75,000	\$6,500	\$55,675	-2,645.50	\$355,754.50
For (contract): Smithfield Elementary School	r <sup>riod:</sup> September, 2022	A	1 (	n Description	Carpet (Material)	Carpet (Labor)	LVT (Material)	LVT (Labor)	Accessories	Dumpster	Project Allowance	Project Allowance Not Used	Totals
For (contract):	Application Period:			Specification Section No.									

EJCDC No. C-629 (2002 Edition) Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Page 2

a Work \$ 000 000 000 000 000 000 000 000 000
View Settimeter Diffuse East Broad Street, Bethlehem, PA 18018, Suite 310     Distribution Bethlehem, PA 18018, Suite 310       Diffuse East Broad Street, Bethlehem, PA 18018, Suite 310     Distribution Contract Scontra
Heet.       CONTRACTOR'S CERTIFICATION: The Contractor's signnature here certifies that, to the thirs document accurately reflects the work complet for Payment. The Contractor also certifies that all p for work on previous Applications for Payment and Payment is Due.         (1)       Payment. The Contractor also certifies that all p for work on previous Applications for Payment and Payment is Due.         (1)       Date:       Date:         (1)       Date:       SEP 29,2022         State Authorized: Pennsylvania       County of:       Lecknum Austriced In Date:         (Authorizing Signature)       Date:       SEP 29,2022         (Authorized: Pennsylvania       County of:       Lecknum Austriced In Date:         (Authorized: Public: Authorized: Public: Austrice Austrice Austrices: May of Replaced Austrice Austrices: May of Replaced Austrice Austrices: May of Replaced Austrice Austric
CONTRACTOR'S CERTIFICATION: The Contractor's signnature here certifies that, to the this document accurately reflects the work complete for Payment. The Contractor also certifies that all p for work on previous Applications for Payment and Payment is Due. (Authonizing Signature) D&M Construction Unlimited In Date: SEP 29,2022 State Authorized: Pennsylvania County of: Lackau Ause & Subscribed and swom to before me this Authorized and swom to before a me this Authorized and swom to bef
\$ 550,000.00       \$ 550,000.00         \$ (3,974.41)       \$ (3,974.41)         \$ (3,974.41)       \$ for work on previous Applications for Payment and Payment. The Contractor also certifies that all p for work on previous Applications for Payment and Payment is Due.         > Date:       \$ 556,025.59         > Vork \$ 0.00       D&M Construction Unlimited In Date.         \$ 556,025.59       (Authorizing Signature)         > Date:       \$ 556,022.59         A Work \$ 0.00       Date.         > Date:       SEP 29,2022         State Authorized Signature)       Date.         > Date:       SEP 29,2022         State Authorized: Pennsylvania       County of: Lacknew Awwick         > 0.00       Subscribed and swom to before         \$ 0.00       Motary Public: Authorized.         > Date:       \$ 556,025.59         Notary Public:       Motary Public: Authorized.
\$ <ul> <li>(3,974.41)</li> <li>(a work on previous Applications for Payment and Payment is Due.</li> <li>(3,974.41)</li> <li>(a work on previous Applications for Payment and Payment is Due.</li> <li>(a bate: 556,025.59)</li> <li>(authorizing Signature)</li> <li>(authorizing Signature)</li> <li>(authorizing Signature)</li> <li>(b bate: 556,022.59)</li> <li>(authorizing Signature)</li> <li>(b bate: 556,022.59)</li> <li>(b bate: 556,022.59)</li> <li>(c b bate: 556,025.59)</li> <li>(c b bate bate bate bate bate bate bate ba</li></ul>
\$ 556.025.59       Payment is Due.         o Date:       \$ 556.025.59       (Authorizing Signature)         d Work       \$ 556.025.59       (Authorizing Signature)         d Work       \$ 556.025.59       (Authorizing Signature)         d Work       \$ 0.00       State Authorized: Pennsylvania         terial       \$ 0.00       State Authorized: Pennsylvania         state:       \$ 0.00       State Authorized: Pennsylvania         filege:       \$ 556.025.59       Notary Public: Pub
Date:     第 556,025.59     (Authorizing Signature) <ul> <li>D&amp;M Construction Unlimited In</li> <li>D&amp;M Construction Unlimited In</li> <li>D&amp;M Construction Unlimited In</li> <li>Date:</li> <li>SEP 29,2022</li> <li>state Authorized:</li> <li>Pennsylvania</li> <li>County of:</li> <l< td=""></l<></ul>
d Work \$ 0.00 Date: SEP 29,2022 terial \$ 0.00 State Authorized: Pennsylvania terial \$ 0.00 Subscribed and swom to before me this 27 day of <u>Beptember</u> Notary Public: <u>Purthow</u> Ya, Ward
iterial \$ 0.00 County of: Lacknew Awwith \$ 0.00 Subscribed and swom to before me this 21 day of <u>Borkmeycr</u> Notary Public: <u>Authow</u> VA 07 2033
\$ 0.00     Subscribed and swom to before       Inage:     \$ 556,025.59     Notary Public:       And the state     And the state       May     20.33
inage: \$ 556,025.59 Notary Public: Furthow V. W. W. W.
7. Less Previous Applications: \$ 500,423.03
In accordance with the Contract Documents, based on on-site observation and the Current Payment Due, This Application: \$ 55,602.56 data comprising this application, the Architect certifies to the Owner that to
Contract Balance (Including Retainage): \$ 0.00 Contract Documents, and the Contractor is entitled to payment of Amount Certified
Subtractions
0.00 0.00
Total approved this Month: 0.00 0.00 (Architects Signature)
0
rights of the Owner or Contractor under this Contract.
From Contractor(Signature)
Software by: PEN Software Systems, inc. 1-800-803-1315 Copyright 2016 @

AF	APPLICATION FOR PAYMENT	0	<b>ONTINUATION SHEET</b>	SHEET		CAP703		Page 2 of 2	2 Pages
Fion D&M 1513 Clark	D&M Construction Unlimited Inc 1513 Upper Fords Pond Rd Clarks Summit, PA 18411	1. S. W.	的 ESASD 50 Vine Street East Stroudsburg, PA 18301	·96]·27日下尺	Roject 2021-018 ESASD High School North ar Intermediate School Window Replacement	Projects 2021-018 ESASD High School North and Lehman Intermediate School Window Replacement	hman	Application Noc Application Date: 9, Penod To: 9, Contract Date: 5, Architects Project#	16 9/29/2022 9/29/2022 5/25/2021
A	8	Ö	D Work Completed	bolieted Dolleted	Materials	G Total Comoleted		H Balance	Retainade
Item No	Is Description of Work	Contract Value	From Previous Application (D+E)	This Period	Presently Stored (Not In D or E)	and Stored To Date (D+E+F)	(C) (C)	To Finish (C-G)	(If Variable Rate)
	General Conditions & Site Supervision	50,000.00	50,000.00	0.00	00.0	50,000.00	100	0.00	0.00
2	Bonds and Insurance	8,500.00	8,500.00	0.00	0.00	8,500.00	100	0.00	0.00
ŝ	Mobilization/Demobilization	15,000.00	15,000.00	0.00	00.00	15,000.00	100	0.00	0.00
4	Demo of Existing System	94,380.00	94,380.00	0.00	0.00	94,380.00	100	00.00	00.00
5 C	Secure Opening	24,800.00	24,800.00	0.00	00.00	24,800.00	100	00.00	00.0
Q	Storefront Curb Work	10,000.00	10,000.00	0.00	00'0	10,000.00	100	00.00	00.0
1	Storefornt, Curtain Wall, &	157,300.00	157,300.00	0.00	0.00	157,300.00	100	0.00	00.0
	Door Hardware material								0
ω	Storefront, Curtain Wall &	62,920.00	62,920.00	0.00	00.0	62,920.00	100	00.00	0.00
(	Door Hardware Installation	1					001		
ວກ ;	Storetront Water Lest	2,500.00	2,500.00	0.0	0.00	2,500.00		0.00	0.00
10	Masonry Repairs	10,000.00	10,000.00	0.00	0.00	10,000.00	001	0.00	0.00
	Clerestory Roof Work	30,000.00	30,000.00	0.00	0.00	30,000.00	100	0.00	0.00
12	Insulation, Drywall, Paint,	18,000.00	18,000.00	0.00	0.00	18,000.00	100	0.00	0.00
	& Metal Panels				(		0		
13	4" Metal Stud Framing	40,000.00	40,000.00	0.00	00.0	40,000.00	1001	0.00	0.00
	with Plywood							0	000
4	Wood Blocking	12,000.00	12,000.00	0.00	0.00	12,000.00	100	00.0	0.00
цо —	Project Allowance	24,600.00	20,625.59	3,9/4.41	0.00	24,600.00	100	0.00	0.00
16	CO-001 Through Wall Flashing	0.00	00.00	0.00	00.00	0.00	0	0.00	0.00
<del></del>	Allowance Adjustment								
17	CO - 002 Plywood Openings	0.00	0.00	0.00	00.0	0.00	0	0.00	00.00
	Allowance Adjustment								
18	CO-003 Allowance Credit	3,974,41-	0.00	3,974.41-	0.00	3,974.41-	100	0.00	0.00
		556,025.59	556,025.59	0.00	0.00	556,025.59	100	00.00	00.00
Softwar	ems, inc. 1-800-80	opyriaht 2016 ©	-					ĸ	

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Software by: PEM Software Systems, Inc. 1-800-803-1315 Copyright 2016 @

# Change Order

1

No. \_\_\_\_1

Date of Issuance: Septembe	er 29, 202	Effective Date:	
, roject: ISN/Lehman Window Replacemen	t Owner: East S	troudsburg Area School District	Owner's Contract No.:
Contract: General Construction			Date of Contract:
Contractor: D&M Construction			Engineer's Project No.: 287025
he Contract Documents are modified as	follows upo	n execution of this Change Order	7
Description: Credit change order for u	nused proj	ect allowance	
Attachments: (List documents supporting cl	nange):		
CHANGE IN CONTRACT PRICE	:	CHANGE IN C	CONTRACT TIMES:
Driginal Contract Price:		Original Contract Times: 🔲 Wo Substantial completion (days or	rking days 🛛 Calendar days date):
\$560,000.00			r date):
ncrease] [Decrease] from previously appro Drders No to No	1000	[Increase] [Decrease] from previo No to No	
\$N/A	_		
Contract Price prior to this Change Order:		Contract Times prior to this Chang	ge Order: dato):
\$560,000.00	_		r date):
I <del>ncrease]</del> [Decrease] of this Change Order;		[Increase] [Decrease] of this Char Substantial completion (days or	
s3,974.41		Ready for final payment (days o	
Contract Price incorporating this Change Or	der:	Contract Times with all approved Substantial completion (days or	Change Orders: date):
\$556,025.59		Ready for final payment (days o	r date):
RECOMMENDED:	CCEPTED:	A	CCEPTED:
<sub>by:</sub> Josh Grice	Зу:	Ву	y:
Engineer (Authorized Signature)	Own	er (Authorized Signature)	Contractor (Authorized Signature)
Date: 9/29/22	Date:	Da	ate:
Approved by Funding Agency (if applicable):		D:	ate:
EJCDC No. C-941 (2002 Edition)			Page 1

VI.D.1

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute,

# VI.D.J

# Change Order

No. 1

Original Contract Price:       Original Contract Times         \$358,400.00       Ready for final paym         [Increase] [Decrease] from previously approved Change       [Increase] [Decrease] for         Orders Noto No:       Noto N         \$N/A       Ready for final paym         Contract Price prior to this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$355,754.50       Ready for final paym         RECOMMENDED:       ACCEPTED:	Date of Contract: EngIneer's Project No.: 287029
Contract:       General Construction         Contractor:       Cope Commercial Flooring         The Contract Documents are modified as follows upon execution of this Cha         Description:       Credit change order for unused project allowance         Attachments:       (List documents supporting change):         CHANGE IN CONTRACT PRICE:       CHA         Original Contract Price:       Original Contract Times         Substantial completic       \$	Date of Contract: EngIneer's Project No.: 287029
Cope Commercial Flooring         The Contract Documents are modified as follows upon execution of this Cha         Description:       Credit change order for unused project allowance         Attachments:       (List documents supporting change):         Attachments:       (List documents supporting change):         CHANGE IN CONTRACT PRICE:       CHA         Driginal Contract Price:       Original Contract Times         Substantial completic       Ready for final paym         Increase] [Decrease] from previously approved Change       [Increase] [Decrease] for No	
Description:       Credit change order for unused project allowance         Attachments:       (List documents supporting change):         Attachments:       (List documents supporting change):         CHANGE IN CONTRACT PRICE:       CHANGE IN CONTRACT PRICE:         Original Contract Price:       Original Contract Times         Substantial completic       Substantial completic         \$	ge Order:
Credit change order for unused project allowance         Attachments: (List documents supporting change):         CHANGE IN CONTRACT PRICE:       CH,         Original Contract Price:       Original Contract Times         Substantial completic       \$ubstantial completic         \$	
CHANGE IN CONTRACT PRICE:       CH.         Original Contract Price:       Original Contract Times Substantial completion Substantial completion Ready for final paym         \$	
Original Contract Price:       Original Contract Times         \$358,400.00       Ready for final paym         [Increase] [Decrease] from previously approved Change       [Increase] [Decrease] form         Orders No:       Noto N         \$N/A       Ready for final paym         Contract Price prior to this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$358,750       Ready for final paym         Contract Price incorporating this Change Order:       [Increase] [Decrease] of Substantial completion         \$	
Original Contract Price:       Original Contract Times         \$358,400.00       Ready for final paym         [Increase] [Decrease] from previously approved Change       [Increase] [Decrease] form         Orders No:       Noto N         \$N/A       Ready for final paym         Contract Price prior to this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final paym         (Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$358,750       Ready for final paym         Contract Price incorporating this Change Order:       [Increase] [Decrease] of Substantial completion         \$	a, and a factor of the second statement of the second second second second second second second second second s
\$	NGE IN CONTRACT TIMES:
[Increase] [Decrease] from previously approved Change       [Increase] [Decrease] from previously approved Change         Orders No	☐ Working days ☐ Calendar days ∩ (days or date):
Orders No	nt (days or date):
\$N/A       Ready for final payme         Contract Price prior to this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final payme         [Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$2,645.50       Ready for final payme         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$355,754.50       Ready for final payme         RECOMMENDED:       ACCEPTED:	
Contract Price prior to this Change Order:       Contract Times prior to Substantial completion         \$358,400.00       Ready for final payme         [Increase]-[Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$2,645.50       Ready for final payme         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$355,754.50       Ready for final payme         RECOMMENDED:       ACCEPTED:	1 (days):
\$358,400.00       Substantial completion         \$_358,400.00       Ready for final payment         [Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$_2,645.50       Ready for final payment         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$_355,754.50       Ready for final payment         RECOMMENDED:       ACCEPTED:	nt (days):
\$ 358,400.00       Ready for final paym         [Increase] [Decrease] of this Change Order:       [Increase] [Decrease] of Substantial completion         \$ 2,645.50       Ready for final paym         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$ 355,754.50       Ready for final paym         RECOMMENDED:       ACCEPTED:	nis Change Order: n (days or date):
\$ 2,645.50       Substantial completion         \$ 2,645.50       Ready for final payment         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$ 355,754.50       Ready for final payment         RECOMMENDED:       ACCEPTED:	nt (days or date):
\$ 2,645.50       Ready for final paym         Contract Price incorporating this Change Order:       Contract Times with all Substantial completion         \$ 355,754.50       Ready for final paym         RECOMMENDED:       ACCEPTED:	this Change Order: n (days or date):
\$355,754.50       Substantial completion         \$355,754.50       Ready for final paym         RECOMMENDED:       ACCEPTED:	nt (days or date):
\$355,754.50     Ready for final paym       RECOMMENDED:     ACCEPTED:	pproved Change Orders:
	n (days or date):
ву: Josh Grice ву:	n (days or date):
Engineer (Authorized Signature) Owner (Authorized Signature)	ACCEPTED:
Date:	n (days or date): nt (days or date): ACCEPTED:
Approved by Funding Agency (If applicable):	ACCEPTED: By: Contractor (Authorized Signature)
	ACCEPTED: By: Contractor (Authorized Signature) Date:

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.



A REVERONE FRE AND STRONG VIEW

433 Industrial Drive North Wales, PA 19454 (888) 641-0100 www.keystonetics.com EIN #23-2019550

Click here to pay online!

## VI.E.1

#### Invoice

Customer	East Stroudsburg Area School District
Customer Number	11049
Invoice Number	331706
Invoice Date	9/29/2022
PO Number	
PAYMENTS APPLIED	) THRU 9/29/2022
Job / Service Ticket #	241202

CURRENT CHARGES

Quantity 3 - Wet Sprinkler - N	Description: Middle Smithfield Elementary School - 5180 Milford Road, East S		Amount
1.00	Dispatch Fee	\$75.00	\$75.00
1.00	Guydon Controls troubleshoot controller	\$2,987.21	\$2,987.21
5.00	Service Labor	\$112.00	\$560.00
		Subtotal:	\$3,622,21
	Тах		\$0.00
	Payments/Credits Applied		\$0.00
		Invoice Balance Due:	\$3,622.21

#### **IMPORTANT MESSAGES**

Service labor charge on 8/19/22 for a trouble call for no water from underground tank. Investigated issue and found Firepump not working. Guyden Controls troubleshot and repaired pump.

Please detach and return this portion with your payment to ensure proper credit.



Engineered Fire Protection Specialists

433 Industrial Drive North Viales, PA 19454 (886) 641-0100 www.keyston.effre.com EIN #23-2019550

#### **REMITTANCE INFORMATION**

11049
331706
9/29/2022
10/29/2022
\$3,622.21

TOTAL DUE	\$3.622.21
Amount enclosed:	

East Stroudsburg Area School District Attn: Accounts Payable 50 Vine Street East Stroudsburg, PA 18301 2 Keystone Fire & Security 433 Industrial Drive North Wales, PA 19454

VI.E.2



Engineered Life Safety Specialists

September 15, 2022

William Gouger **East Stroudsburg Sd** 50 Vine Street East Stroudsburg , PA 18301 610-439-1600 Phone 610-439-1388 Fax info@keystonefire.com www.keystonefire.com

Phone: (570) 424-8500 Fax:

Our Proposal No. 22-2792

SUBJECT: Sprinkler Fire Pump Replacement Part(s)

Reference: Middle Smithfield Elementary School

Dear William :

Pursuant to our recent visit to your site, we are pleased to provide the following proposal to make repairs to your Sprinkler Fire Pump, as more fully described below.

4670 Schantz Road

Allentown, PA 18104

#### Scope of Work -

Our work will consist of the following:

- We will replace the current fire pump controller, jockey pump and reconnect the sensing lines
- We will need one day to remove the old controller, jockey pump, and disconnect the sensing lines
- We will need one day to install the new controller, jockey pump and reconnect the sensing lines
- We will need one day to test the fire pump and we will supply an inspection report
- We will supply a fire alarm tech to rewire the fire alarm devices for the fire pump
- The school will need to supply an electrician to disconnect the fire pump controller and the jockey pump.
- We will need the generator company to wire the generator to the fire pump controller
- We may need the power company to disconnect the power to the school if there is no shut off that the controller
- We will have a site visit to review all that will be need done prior to the install
- We controller will take approx.. 4-6 weeks
- All work will need to be completed after hours.

#### • CO- Stars #40-E22-130

We propose to perform the above-described scope of work in a workmanlike manner for a total price of

.....\$34,764.00



#### TERMS AND CONDITIONS

- 1. All terms per Company "Installation Terms and Conditions", included with this proposal on a separate sheet.
- 2. All labor required for installation, testing or supervision to be performed during overtime by Company qualified non-union labor. Overtime hours are 4:30 p.m. to 7:00 a.m., Monday through Friday, and all day Saturday, except Holidays.

Due to supply chain and material pricing volatility, this proposal is valid for 30 days from date of proposal.

Should there be any questions or comments regarding this proposal, please do not hesitate to contact the undersigned. We thank you for the opportunity to present this proposal and look forward to being of further service to you.

Very truly yours,

#### **KEYSTONE FIRE AND SECURITY**

Joseph Martino

Joseph Martino Advisor

#### Acceptance of Proposal

This Agreement has been read, understood and hereby accepted. By your signature below and on the subsequent page(s) requiring a signature, you are hereby authorizing Company to perform the work as specified. There is no agreement until a representative of the Company returns a dated, countersigned copy of this agreement to the Customer. Payment by Customer will be made as outlined above:

CUSTOMER

Signature

Printed Name

Title

Printed Name

**KEYSTONE FIRE AND SECURITY** 

Title

Date

Date

Signature

Email Address

P. O. No.



1. **AGREEMENT**. This Agreement shall become effective (the "Effective Date") upon the later of (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this Agreement by a duly authorized representative of Pye Barker Fire & Safety, LLC d/b/a Keystone Fire and Security ("Company").

2. SALE OF INSTALLATION AND/OR EQUIPMENT. The Company shall sell to Customer and the Customer shall purchase from the Company the system installation ("System") and/or equipment ("Equipment") identified in the Proposal.

3. DELIVERY; TITLE AND RISK OF LOSS. Stock Items are available for same-day pickup or next-day shipment from Company's warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.

4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company's invoice. Company's prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer falls to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys' fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.

#### 5. EQUIPMENT RETURNS.

a. <u>Stock Items</u>. All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.

b. <u>Special Orders</u>. Specially ordered and "non-stock" Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.

c. <u>Warranty Returns</u>. Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer's repair department.

6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer's location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by customer in the absence of a written amendment to this Agreement that complies with Section **28.a** of the Agreement.

7. APPROVAL AND PERMITS. Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.

8. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status, Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.

9. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.



10. **TERMINATION**. Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be pald by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.

11. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

12. FORCE MAJEURE. Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

#### 13. LIMITATION OF LIABILITY,

A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.

B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 13 B. shall be limited to the fees paid for the particular location giving rise to any claim.

#### 14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

A. Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.

B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. **TIME LIMITATION.** All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section.

17. INDEMNIFICATION. Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or In association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.

This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.



18. WAIVER OF SUBROGATION. It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the "premises"), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. HAZARD TO PERSONNEL. Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, cellings, or other structural members, or otherwise stored in the work are; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

HEADINGS. Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
 TOOLS. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. USE OF DESIGNS AND DATA. Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

#### 27. SERVICES NOT INCLUDED.

a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.

b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.

c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.

d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.

e. No provision to exhaust any discharged agent is included in this Agreement.

f. Should an employee of Company be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.

#### 28. MISCELLANEOUS.

a. <u>Entire Agreement; Modifications</u>. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise stated agreed to in writing by an authorized representative of Company and shall be of no force or effect.



No modification of the indemnification, waiver of subrogation or limitation of liability provisions ("scope of liability provisions") shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions.No modification of this Agreement shall be binding unless made in writing and signed by both parties.

b. <u>Waiver</u>. No claim or right arising out of this Agreement may discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

c. <u>Governing Law</u>. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act.

d. <u>Jurisdiction</u>. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section **28**,e.

e. <u>Notices</u>. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section **28.e.** 

f. <u>Assignment; Binding Effect</u>. This Agreement and/or any claims arising out of this Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.

g. <u>No Set-Off</u>. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.

h. <u>Waiver of Jury Trial</u>. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a Judge.

I. <u>Attorneys' Fees</u>. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the Interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

j. <u>Commercial Transaction</u>. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.

k. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.

I. <u>Survival</u>. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

#### END OF SECTION





VI. F. I,

William Riker < william-riker@esasd.net>

# **Re: Weather station at your East Stroudsburg Elementary School?** 1 message

Richardson, Scott James To: William Riker <william-rił Cc: "Richardson, Scott James" Thu, Sep 29, 2022 at 11:20 AM

Great, glad to hear it. It is amazing how the process differs with different superintendents. Some say "yes" without hesitation, others take a much more programmatic approach. In any case, every school district I have talked to date (except for one) has seen the incredible STEM opportunities and I am happy to say we have almost 20 enthusiastic K-12 schools hosting us so far. I'm still working to get on the radar at a few schools, I know how busy a superintendent is!

Thanks, and let me know if you need anything else to move this forward. There are no hard deadlines, but I would love to get a "yes, we can make this happen" in the coming weeks in case I need to look elsewhere.

FYI, The Federal funding agency required an environmental impact review for each potential site (we had to give potential locations even if an agreement with landowners was not final). If we can find a suitable location within the blue area below, that is ideal. If not, we can still move forward and will ask for an amendment.

Scott.



Dr. Scott J. Richardson Research Professor

#### **PEMN IFLOWS 2.0 Siting Requirements**

#### **Station Footprint:**

The area needed for the tower, rain gauge, and soil properties measurements is approximately 20'x20'. The 2'x2'x2' concrete pad for the 10' tall tower is located in the center of the box. The 4'x4'x8" (deep) concrete pad for the rain gauge is located approximately 10' south of the tower base. The soil sensor requires a 2" diameter hole to be dug about 20" deep (0.5 m) with a hand auger. The location of the sensor is site dependent and installed between the tower base and the rain gauge. Wires from the rain gauge and soil sensor are buried in conduit several inches below the surface.

#### **Station Location Guidelines:**

The perfect observing site can be difficult to find in the hilly, wooded areas of Pennsylvania. Nonetheless, the ideal site for the PEMN station would be in the middle of a flat, open grassy area with no obstructions within 10 times of the height of the obstruction. For example, 30' tall trees should be at least 300' away from the tower. The height of the vegetation in the 20'x20' station plot should be kept 3' tall or shorter so as not to interfere with the rain gauge measurement (orifice height is about 40"). We prefer not to use a fence to encompass the site but it may be necessary at sites with livestock present.

#### Station Maintenance Requirements:

The main maintenance requirements for a PEMN site that we ask for help with are:

- 1. Keeping the grass/vegetation around the site cut down below 3' tall.
- 2. If power becomes an issue at the site (e.g., excessive snow), pushing the snow off the solar panel is appreciated.
- 3. Simple other maintenance requests as they occur (at your convenience of course) such as power cycling a hung cell phone modem, sending a picture of a sensor to confirm a problem, etc.

The PEMN stations are designed to be very low maintenance and have a lifetime in excess of 30 years (with intermittent upgrades of course).

The interested reader can find a good description of all aspects of a "Mesonet" at:

https://www.campbellsci.com/mesonets

As an example, the picture below (installed at the PSU Altoona campus) is a tower identical to what we propose to install at your location. This site is good but not ideal. The main issues with this site are:

- 1. Slope: The ground is sloped a little too much, although it is not excessive
- 2. Obstruction: The trees in the distance are not 10 times their height from the tower.
- 3. Rain gauge could be a little farther away from the station to limit any wind flow issues.



This site, located at the PSU Fayette campus, is just about ideal:



## **Pennsylvania Environmental Monitoring Network**

A network of weather and water observation stations being created across Pennsylvania.



**Fully funded by:** Penn State Office of the Vice President for Research and the Institutes of Energy and the Environment.

**Commonwealth stations:** In addition to the 20 sites currently being installed, we are looking for 30 additional sites for installation in the next year or two. Each station will provide 1-minute real-time observations of: 3-m wind speed and direction, 1.5 m air temperature and relative humidity, incoming solar radiation, atmospheric pressure, rainfall, soil temperature and soil moisture at 6 depths between the ground surface and 50 cm below ground, and sky conditions from a camera. All data is completely free for use and available just minutes after the observation is made.

**How you could benefit:** In addition to the monitoring data from your unique location, you will have access to the entire network's real-time weather and water observations. In addition to faculty and student use of data, these data will provide timely data to support facility and operations decisions regarding indoor climate control and weather related planning or emergencies.

**Requirements, installation and maintenance:** Installation of a 2x2x2 ft concrete pad, with equipment shown above. Stations are solar powered and use cell modems for data communications. All equipment and data warehousing is maintained by the Department of Meteorology and Atmospheric Science.

**Contact:** Research Professor Scott Richardson, Department of Meteorology and Atmospheric Science, if you are interested in hosting a station. <u>srichardson@psu.edu</u>, 814-574-3232.

# V11.B.1

## ESASD PROJECT APPROVAL & MANAGEMENT PLAN REPORT

### SECTION 1: PROJECT INFORMATION

PROJECT NAME	HSN/LIS Curtainwall and Storefront Replacement
PROJECT LOCATION	High School North and Lehman Intermediate
ESTIMATED PROJECT COST	\$560,000
DATE OF RECOMMENDATION TO PROPERTY & FACILITIES COMMITTEE	August 2020
DATE OF RECOMMENDATION FROM PROPERTY & FACILITIES COMMITTEE TO FINANCE COMMITTEE	April 2021
DATE OF FINANCE COMMITTEE RECOMMENDATION TO SCHOOL BOARD	April 2021
FINAL SCHOOL BOARD APPROVAL DATE	April 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	Replace curtainwalls and storefronts
DISTRICT RESOURCES REQUIRED	Project oversight
FACILITIES COORDINATION PLAN	Oversight of project and monthly construction meetings
PROJECT RFP/IFB SPECIFICATIONS FOR COMMITTEE REVIEW DATE	April 2021

## ESASD PROJECT APPROVAL & MANAGEMENT PLAN REPORT

#### SECTION 3: MILESTONE PLAN

MILESTONE	
PROJECT RFP/IFB ISSUE/ADVERTISEMENT DATE	February 2021
CONTRACT AWARD-BUSINESS NAME & DATE	D&M Construction Unlimited April 2021
INITIAL PROJECT START DATE	June 2021
50% PROJECT COMPLETION DATE	
FINAL PROJECT COMPLETION DATE	September 2022
FINAL PROJECT COST	September 2022

# VII.C.I

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	Date and	Board Approved	Date		Approved 6/22/2020	Date	HS North Window Project
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	和認識者的表達的	的"就是你们不能是我们的。"	品牌的法律的社	19.522		and the state	·思考:"你能够没有了,你你什么。
		他的问题是自己的问题和自己的问题。	· · · · · · · · · · · · · · · · · · ·	1005 1 1	12.18 学习28.252	行產調飲設設計	· 我们会和意识的问题。在1997年,这时代中国公司
				1			
Vendor	2322	Miller Sports Construction	2322	Miller	<b>Sports Construction</b>	6929	D&W Construction Unlimited
Original Bid		\$ 328,400.00		ė	775 010 00	Enlit	¢ 280.000.00
SURING PIC	Alter		A41 0-11	\$	225,910,00	Split	\$ 280,000.00
	Alt Power Vent		Atl Power Vent	\$	9,240.00		
Change Order	Chg Order	\$ 4,500.00	Disc.	\$	(7,210.00)		
Change Order							
Total of Project		\$ 343,700,00		\$	227,940.00		\$ 280,000.00
		545,700,00		1	447,540.00		- 200,000.00
Application 1	PD to Miller	\$ 318,400.00	Ins paid	\$	(74,450.00)	7/15/2021	\$ 6,075.00
	Deductible						
	Duddulbic						
Application 4	11/24/2020	\$ 10,000.00	2/18/2021	\$	68,382.00	11/23/2021	\$ 20,992.05
Application 5	1/12/2021	\$ 10,800.00	5/31/2021	\$	58,382.00	11/23/2021	\$ 26,752.05
Split application 5				<u> </u>			
	4/40/0004	4 500 00		-	11.040.00	1 10 10 000	A
	1/12/2021	\$ 4,500,00		Ş	11,068.00		
Application 2         Deductible         \$         (10,000,00)         Deductible         \$           Application 3         \$         -         9/18/2020         \$         -         9/18/2020         \$         -         -         9/18/2020         \$         -		2/1/2022	\$ 17,114.85				
Application 8						3/10/2022	\$ 8,714.25
Application 1         PD to Miller         \$ 318,400.00         ins paid         \$ (74,450.00)         7/15/2021         \$           Application 2         Deductible         \$ (10,000.00)         Deductible         \$ (5,000.00)         9/16/2021         \$           Application 3         \$ -         9/18/2020         \$ 159,558.00         9/16/2021         \$           Application 4         11/24/2020         \$ 10,000.00         2/18/2021         \$ 68,382.00         11/23/2021         \$           Application 5         1/12/2021         \$ 10,000.00         5/31/2021         \$ 58,382.00         11/23/2021         \$           Application 6         1/12/2021         \$ 4,500.00         \$ 11,068.00         1/3/2022         \$           Application 7         -         -         2/1/2022         \$         \$           Application 7         -         -         3/10/2022         \$         \$           Application 8         -         3/24/2022         \$         \$         \$           Application 10         -         -         6/14/2022         \$         \$           Application 11         -         -         6/21/2022         \$         \$         \$           Application 12         -							
Application 11						5/17/2022	\$ 3,699.00
Application 12				1		6/21/2022	\$ 2,358.00
	1			-		and a summer of the second	
Application 14						9/1/2022	\$ 5,643.90
							a
Total Payments to Date		\$ 333,700.00	Manufacture and the second sec	Ś	217,940,00		\$ 245,983,31
		+	the second se	*	221 /2 10100		210/000101
Left on Contract				Ş	10,000.00		\$ 34,016.69
Completion Percentage		97%			96%		88%
			1				
D'Huy Engineering							
1446						2/16/2021	\$ 190.00
						2/16/2021	\$ 941.02
						E/10/2021	9 941.02
						5/31/2021	
			No. of Concession, Name			5/10/2021	
						6/15/2021	\$ 8,268.68
						6/30/2021	
				-			
						8/10/2021	
						9/22/2021	
						11/3/2021	\$ 2,160.00
						1/11/2022	\$ 1,165.71
						2/14/2022	
						3/10/2022	
						4/21/2022	
						5/17/2022	\$ 648.00
						6/30/2022	
						-, - 5, 2022	
		\$ -		\$			\$ 20,570.70
	(	Y -		14	-		Y 20,370.70
		personance conception with the second second					

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	We do the state of the second	1				
	Date	Lehman Replace Curtain Wall Storefront Board Approved 4/19/21 LIS Window Project 20-518-3079		EHS Pool Repair / Upgrade Board Approved 5/17/2021 30:820-3075	Date	EHS Turf Field Replacement Board Approved 1/24/2022 3.0.820.3089 PO#22003618
Vendor	6929	D&M Construction Unlimited	7042	All State Technology, Inc. \$ 380,750.00 Chg Order 8/31/2021 \$ 29,850.00 BD 9/20/21		Sprinturf
Original Bld		\$ 280,000.00	<u> </u>	\$ 380,750.00		\$ 558,210.00
Change Order			8/31/2021	\$ 29,850.00		
Change Order			11/15/2021	\$ 2,446.37		
Total of Project		\$ 280,000.00		\$ 413,046.37		\$ 558,210.00
Letter of Commitment						
Application 1	7/15/2021	\$ 6,075.00	9/22/2021	\$ 121,500.00	6/30/20222	\$ 78,919.92
Application 2	9/16/2021	\$ 1,125.00	10/26/2021	\$ 135,015.00	9/12/2022	\$ 396,288.90
Application 3	9/16/2021	\$ 47,864.87	11/22/2021	\$ 75,045.00		
Application 4	11/23/2021		5/17/2022			
Application 5	11/23/2021	\$ 26,752.05	5			
Split application 5						
Application 6	1/3/2022	\$ 27,949,55	1	· · · · · · · · · · · · · · · · · · ·		
Application 7	2/1/2022					
Application 8	3/10/2022		the second se			
Application 9	3/24/2022					
Application 10	6/14/2022					www.energies.com
Application 11	5/17/2022					
Application 12	6/21/2022					
Application 13	6/30/2022					
Application 14	9/1/2022					
Аррисацон 14	5/1/2022	5 5,045,90				
Total Payments to Date		\$ 245,983.82		\$ 364,590.00		\$ 475,208.82
Left on Contract		\$ 34,016.18		\$ 48,456.37		\$ 83,001.18
Completion Percentage		88		88%		859
D'Huy Engineering						
1446	2/16/2021	\$ 190.00		\$ 1,457.63	1/11/2022	\$ 19,600,00
	2/16/2021	\$ 941.02	11/3/2021	\$ 1,457.62	1/11/2022	\$ 4,900.00
•	5/31/2021	\$ 651.35		\$ 1,457.63	3/10/2022	\$ 4,806.03
	5/10/2021	\$ 748,99	1/11/2022	\$ 291.53	4/21/2022	\$ 701.85
	6/15/2021	\$ 8,268.68		\$ 874.57	5/17/2022	
	6/30/2021	\$ 809.98		\$ 291.52	6/8/2022 6/30/2022	\$ 1,080.18 \$ 1,252.11
	8/10/2021 9/22/2021	\$ 1,350.07 \$ 1,080.00			6/30/2022	
	9/22/2021	\$ 1,080.00			9/22/2022	
	1/1/2022	\$ 1,165.71				+ 1,035,9.
	2/14/2022	\$ 1,044.98				
	3/10/2022	\$ 558.44				
	3/10/2022 4/21/2022	\$ 521.56				
	5/14/2022	\$ 648.00				
	6/30/2022					
	0/30/2022					
	0/30/2022			1	1	
	0/30/2022					
	0/30/2022		-			
	073072022		-			
	0,30,2022					
		\$ 20,570.65		\$ 5,830.50		\$ 35,827.9

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	Date	BES HVAC Upgrade Board Approved 12/20/2021 10.4600-450.990.10.211 461-000.8744 ESSER III Grant YR1 PO#22002071 & PO#22004413	Date	North Replace Flooring Board Approved 1/24/2022 10:4600-450-900:30:819- 462:000-8744 ESSER III Grant YR1 PO#22003248	Date	Smithfield Replace Flooring Board Approved 1/24/2022 10-4600-450-990-10-216- 462-000-8744 ESSER III Grant YR1 POH22003247
Vendor Original Bid	3181	TRANE U.S. INC \$ 2,949,659.00	6927	H&P Construction \$ 886,515:00	6554	Cope Flooring \$ 358,400.00
Oliginal bid				<u> </u>		
Change Order						
Change Order				A REPORT OF A		A Mark & Start
Total of Project		\$ 2,949,659.00		\$ 886,515.00		\$ 358,400,00
Letter of Commitment	1/26/2022	\$ 19,771.00				
Application 1	4/26/2022	\$ 88,490.00	5/24/2022		6/14/022	\$ 94,500.00
Application 2	4/26/2022		6/30/2022		6/21/2022	
Application 3	4/26/2022		8/16/2022	\$ 132,163.65	6/30/2022	
Application 4	5/17/2022	\$ 442,449,00	))		8/29/2022	
Application 5		· 一 新聞			9/22/2022	
Split application 5					9/22/2022	\$ 70,179.05
Application 6						
Application 7		品。我们就能了。2019年————————————————————————————————————				
Application 8						
Application 9						
Application 10		和科学家的研究和				
Application 11		24.12.12.12.12.12.12.12.12.12.12.12.12.12.				
Application 12						
Application 13		- 一個和 - 一 - 二				
Application 14						
		的原则是非常有效				
Total Payments to Date		\$ 1,052,152.00		\$ 732,993,55		\$ 320,179.05
Left on Contract		\$ 1,897,507.00		\$ 153,521.45		\$ 38,220.95
Completion Percentage		36%		83%	í	89%
		A/C# 32-4400-450-000-		A/C# 32-4400-450-000-30-		A/C# 32-4400-450-000-10-
		10-211-461-000-0000		819-462-000-0000		216-462-000-0000 Paid through Cap.Resv.
D'Huy Engineering		Paid through Cap.Resv.	4/40/2024	Pald through Cap.Resv.	1/10/2022	and a start of the
1446	4/7/2022	ć <u>2000.00</u>	1/19/2021 1/19/2022	\$ 2,362.50 \$ 7,087.50		
	4/7/2022 6/30/2022		2/14/2022	16,693.22		
	0/30/2022	× 2,950,00	3/10/2022			
			4/21/2022		4/21/2022	\$ 2,178.60
			5/17/2022	\$ 2,178.60		\$ 2,178.60
			6/8/2022	\$ 926.39	6/8/2022	\$ 926,39
			6/30/2022	\$ 692.10		\$ 692.10
the second s			6/30/2022	\$ 3,030.01		\$ 560.11
			6/30/2022	\$ 560.12	9/22/2022	\$ 560.11 \$ 4,357.20
			9/22/2022	\$ 4,357.21		
	-					
						-
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		\$ 4,950.00		\$ 44,423.46		\$ 41,393.41
		4,550,00				1
		1		1	1	

Change Order Change Order					1			
Vendor         ASL Mechanical Bard Approved 17/4/2021 Bard Approved 17/4/2021 Date         Asta Approved 17/4/2021 Bard Approved 17/4/2021 Date         Msr Refinkthi Bard Approved 10/21/2012 Date         Msr Refinkthi Bard Approved 10/21/2012 Date         Msr Refinkthi Bard Approved 10/21/2012           Vendor         VR1         Signa Date         ASL Mechanical S27/200.00         Table Signa Date         Msr Refinkthi Bard Approved 10/21/2012         Date         Bard Approved 10/21/2012           Vendor         Vendor         Signa Date         ASL Mechanical S27/200.00         Table Signa Date         May free Sport S27/200.00         Table Signa Date         Wayfnee Sport S27/200.00         Table S27/200.00         Table S27/200.00 <t< th=""><th></th><th></th><th></th><th>and the second standard reserves and</th><th></th><th></th><th>and the Align Mary</th><th></th></t<>				and the second standard reserves and			and the Align Mary	
Wendor         Munn Roofing Split between ESSER / CR         S272 / 30.00 - Including Attermate/II.Replacement HX-5 \$1837,000         Wayfare Spor \$ 27,800           Original Bid         S         884,400.00         \$ 460,990.00         \$           Change Order	rs d 2/28/2023 3072	Floo Board Approve 10-214	Date	Replacement 30ard Approved 1/24/2022 10-4600-450-990-30-819- 465-000-8744 ESSER III Grant	POTO A TRACT STOR	Replacement Board Approved 1/24/2022 10:4600-450-990-30:819- 463-000-8744 ESSER III Grant YR1 POH22003617	Dato	
Wendor         Munn Roofing Split between ESSER / CR         S272 / 30.00 - Including Attermate/II.Replacement HX-5 \$1837,000         Wayfare Spor \$ 27,800           Original Bid         S         884,400.00         \$ 460,990.00         \$           Change Order						n an		
Original Bid       \$       884,400.00       \$       460,990.00       \$         Change Order			7314	\$277,290.00 Including Altermate#1 Replacement		Split between		Vendor
Change Order         Change Order         S         460,990.00         \$           Total of Project         (\$         884,400.00         \$         466,990.00         \$           Latter of Commitment         Application 1         (\$         6/14/2022         \$,550.00         \$           Application 1         (\$         6/14/2022         \$,550.00         \$         \$           Application 3         (\$         6/30/2022         \$,58,500.00         \$         \$           Application 5         (\$         6/30/2022         \$,58,500.00         \$         \$           Application 6         (\$         (\$         \$         \$         \$         \$           Application 7         (\$         (\$         \$         \$         \$         \$           Application 10         (\$         (\$         \$         \$         \$         \$           Application 12         (\$         \$         \$         \$         \$         \$           Application 13         (\$         \$         \$         \$         \$         \$           O'Huy Engineering         Paid through Cap.Resv.         Paid through Cap.Resv.         Paid through Cap.Resv.         \$         \$         \$ <td< td=""><td>27,850.00</td><td></td><td></td><td>a month of the second second</td><td></td><td>NAME AND ADDRESS OF A DECOMPOSITION OF A DECOMPOSITICA DECOMPOSITICA</td><td></td><td></td></td<>	27,850.00			a month of the second		NAME AND ADDRESS OF A DECOMPOSITION OF A DECOMPOSITICA		
Change Order         \$         884,400.00         \$         460,990.00         \$           Total of Project         \$         884,400.00         \$         460,990.00         \$           Application 1								
Total of Project         \$         884,400.00         \$         460,990.00         \$           Letter of Commitment			- 3			A VAL AND A PROPERTY OF		
Application 1	27,850.00	\$		\$ 460,990.00		\$ 884,400.00		
Application 2	27,850.00	\$	6/30/2022	8,550.00	6/14/2022			
Application 3								
Application 4			, Byerry					the second se
Split application 5			1 Sec. 1					
Application 6			8 L _					
Application 7								
Application 8		-						
Application 9		÷:	· · · ·					
Application 10			a <sup>*</sup>	and the last sector with the s		20 출장하는 것 또 ?		
Application 11		, *						
Application 12		· · · ·						
Application 13	1.1.1	e 						
Application 14								
Individual construct         \$         884,400.00         \$         388,360.00         \$           Left on Contract         \$         884,400.00         \$         388,360.00         \$           Completion Percentage         0%         16%         16%         16%           A/C# 32-4400-450-000-30- B19-463-000-0000         A/C# 32-4400-450-000-30- B19-461-000-0000         819-461-000-0000         819-461-000-0000           D'Huy Engineering         Paid through Cap.Resv.         Paid through Cap.Resv.         1/19/2022         \$         5,250.00           1446         1/12/2022         \$         1/19/2022         \$         5,214/2022         \$         1/4.107.80           2/14/2022         \$         5,106.50         2/14/2022         \$         1/11.182           3/10/2022         \$         3,095.40         4/21/2022         \$         501.33           3/10/2022         \$         3,095.40         5/17/2022         \$         3,226.30           5/17/2022         \$         1,935.19         6/30/2022         \$         2,747.39           6/8/2022         \$         1,575.19         6/30/2022         \$         1,070.01		* * *						
Completion Percentage         0%         16%           A/C# 32-4400-450-000-30- B19-463-000-0000         A/C# 32-4400-450-000-30- B19-461-000-0000         B19-461-000-0000           D'Huy Engineering         Pald through Cap.Resv.         Pald through Cap.Resv.         Pald through Cap.Resv.           1446         1/12/2022         \$ 5,106.50         2/14/2022         \$ 5,250.00           2/14/2022         \$ 5,106.50         2/14/2022         \$ 14,107.80           3/10/2022         \$ 3,095.40         4/21/2022         \$ 501.33           4/21/2022         \$ 6,190.80         6/8/2022         \$ 83.51           6/8/2022         \$ 1,575.19         6/30/2022         \$ 1,074.01	27,850.00	\$ .		\$ 72,630.00		<del>\$</del> -		Total Payments to Date
Completion Percentage         0%         16%           A/C# 32-4400-450-000-30- B19-463-000-0000         A/C# 32-4400-450-000-30- B19-461-000-0000         B19-461-000-0000           D'Huy Engineering         Pald through Cap.Resv.         Pald through Cap.Resv.         Pald through Cap.Resv.           1446         1/12/2022         \$ 5,106.50         2/14/2022         \$ 5,250.00           2/14/2022         \$ 5,106.50         2/14/2022         \$ 14,107.80           3/10/2022         \$ 3,095.40         4/21/2022         \$ 501.33           4/21/2022         \$ 6,190.80         6/8/2022         \$ 83.51           6/8/2022         \$ 1,575.19         6/30/2022         \$ 1,074.01		ś .	hee	\$ 388,360.00		\$ 884.400.00		Left on Contract
A/C# 32-4400-450-000-30- 819-463-000-0000         A/C# 32-4400-450-000-30- 819-461-000-0000           D'Huy Engineering         Pald through Cap.Resv.         Pald through Cap.Resv.           1446         1/12/2022         \$ 15,319.50         1/19/2022         \$ 5,250.00           2/14/2022         \$ 16718.8         3/10/2022         \$ 14,107.80           3/10/2022         \$ 3,095.40         4/21/2022         \$ 501.33           4/21/2022         \$ 6,190.80         6/8/2022         \$ 833.51           6/8/2022         \$ 1,328.42         9/22/2022         \$ 1,070.01	100	4						
D'Huy Engineering         Pald through Cap.Resv.         Pald through Cap.Resv.           1446         1/12/2022         \$ 15,319.50         1/19/2022         \$ 5,250.00           1/19/2022         \$ 5,106.50         2/14/2022         \$ 14,107.80           2/14/2022         16718.88         3/10/2022         \$ 1,111.82           3/10/2022         \$ 3,095.40         4/21/2022         \$ 501.33           4/21/2022         \$ 6,190.80         6/8/2022         \$ 833.51           6/8/2022         \$ 1,375.19         6/30/2022         \$ 1,074.01				A/C# 32-4400-450-000-30-		A/C# 32-4400-450-000-30-		
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3/10/2022         \$         3,095.40         4/21/2022         \$         501.33           4/21/2022         \$         3,095.40         \$/17/2022         \$         3,226.30           5/17/2022         \$         6,190.80         6/8/2022         \$         33.51           6/8/2022         \$         1,575.19         6/30/2022         \$         2,747.39           6/30/2022         \$         1,328.42         9/22/2022         \$         1,070.01			10	\$ 1,111.82				
4/21/2022         \$ 3,095.40         5/17/2022         \$ 3,226.30           5/17/2022         \$ 6,190.80         6/8/2022         \$ 833.51           6/8/2022         \$ 1,575.19         6/30/2022         \$ 2,747.39           6/30/2022         \$ 1,328.42         9/22/2022         \$ 1,070.01			5 R	\$ 501.33	4/21/2022	\$ 3.095.40	3/10/2022	
6/30/2022 \$ 1,328.42 9/22/2022 \$ 1,0/0.01			a 1	\$ 3,226.30		\$ 3,095.40	4/21/2022	
6/30/2022 \$ 1,328.42 9/22/2022 \$ 1,0/0.01	4		1 P 1	\$ 833,51		\$ 6,190.80	5/17/2022	
6/30/2022 \$ 1,328.42 9/22/2022 \$ 1,0/0.01			1.5.2			\$ 1,575.19	6/8/2022	
			с <sup>с</sup> к. 5	\$ 1,070.01	9/22/2022	\$ 1,328.42 \$ 1,192.47	6/30/2022	
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\$ 53,622.48 \$ 28,848.16 \$		1 · · · · · · · · · · · · · · · · · · ·		÷ 20,040,10		y 53,022.48		

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	Date	SME Gym floor Repair & Refinish Board Approved 3/21/2022 10-216-3072	Date	IMH Gym Floor Repair & Refinish Board Approved 3/21/2022 10-213-3072 POII 23000170	Date	SME Roof Project 2023 Proposal #5050562 Subcontrator: David Maines & Assoc. Board Approved 6/20/2022	. Date
		Complete July 2022		Ten 2500110		- 10-216-3060	
		Wayfare Sports Flooring		Wayfare Sports		Tremco Commercial Sealants & Waterproof	
Vendor	7314	\$ 10,833.00	7314	Flooring \$ 11,154.00	3184	\$1,862,357.67	
Original Bid	1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2	\$ 10,833.00		\$ 11,154.00		\$ 1,862,357.67	
Change Order	1.21.12						
Change Order	8.						
Total of Project		\$ 10,833.00		\$ 11,154.00		\$ 1,862,357.67	
Letter of Commitment	- 12				-		
Application 1	6/30/2022	\$ 10,833.00					
Application 2	1.000						
Application 3							
Application 4	1 1 1	ja it St.					
Application 5	1. 1						
Split application 5	1						
Application 6	1						
Application 7		Ball Market					
Application 8							
Application 9							
Application 10	1.1.1	and the second					
Application 11	-	나라. 너무					
Application 12	· · ·			-		-	
Application 13		a se a de se				-	
Application 14	1.19						
Total Payments to Date	-	\$ 10,833.00		\$ ·		\$ -	
Left on Contract		s		\$ 11,154.00		\$ 1,862,357.67	
Completion Percentage		100%		0%		0%	
D'Huy EngineerIng	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1						
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	Contract and Magnetic and Automatic Vice of	General States	· TRACEPUL ENGINEERING CONTRACT	Station & Station	Transferry Researcher Contribution Sections		
	EHN Storm Pipe Replacement 32-4200-710-000-30-819 000-000-3047	Date	ES Elementary Sprinkler Replacement 32:4600-450-000-10-212 000-000-3092	Date	EH South Otis Elevator #4. Cylinder Replacement 32-4600-431-000-30-820 000-000-3093	Total of Current Projects	
Vendor	Rutledge Excavating, inc. \$256,760.00		<u>entre Diffusional a constantes</u>		Otis Elevator \$83,646.00		
Original Bid	\$ 256,760.00				\$ 83,646.00	\$ 9,807,151.67	1
•*************************************						\$ 20,040.00	
Change Order			· · · · · · · · · · · · · · · · · · ·			\$ 27,140.00	
Change Order						\$ 2,446.37	Month Barran and Alas Anna and
Total of Project	\$ 256,760.00		\$-		\$ 83,646.00	\$ 9,856,778,04	\$ 9,856,778.04
Letter of Commitment						\$ 19,771.00	
Application 1						\$ 657,940.70	
Application 2						\$ 1,241,832.52	
Application 3						\$ 980,095.38	
Application 4						\$ 641,745.10 \$ 147,879.60	
Application 5						\$ 147,879.60 \$ 70,179.05	
Split application 5						\$ 71,466.60	
Application 6						\$ 34,229.70	
Application 7					-	\$ 17,428.50	
Application 8						\$ 36,204.30	
Application 9						\$ 66,486.80	
Application 10						\$ 7,398.00	
Application 11						\$ 4,716.00	
Application 12					-	\$ 52,699.50	
Application 13 Application 14						\$ 11,287.80	
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Total Payments to Date	\$ -		\$ -		\$ -	\$ 4,061,360.55	
							\$ 9,856,778.04
Left on Contract	\$ 256,760.00		\$ -		\$ 83,646.00	\$ 5,795,417.45	
Completion Percentage		and the state of the		a second production of the		41%	
D'Huy Engineering	his make were setting to setting the setting of the			1			
1446	\$ 1,375.00	6/30/2022	\$ 1,140.00			\$ 56,822.92	
						\$ 60,054.93	
						\$ 56,822.92 \$ 60,054.93 \$ 73,001.43 \$ 19,365.36	
						\$ 19,365.36	
						\$ 35,909.32 \$ 21,515.88	
					-	\$ 21,515.88 \$ 27,034.29	
						\$ - 17,188.19	
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						\$ 6,775.18	
						\$ 4,416.89	
						\$ 6,675.61	
						\$ 3,721.00	
						\$ 1,314.00 \$ 2,300.00	
				-		\$ 2,300.00	
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				-		\$ 1,067.55	
				-	-	\$ 1,067.55 \$ - \$ -	
	\$ 1,375.00				ş -	\$ 1,067.55 \$ -	

BOARD APPROVED CAPITAL PROJECTS IN PROGRESS	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTAL
HSS Pool Repairs		\$410,600.00					\$410,600
HSN Natatorium HVAC Replacement (ESSERS//Summer 2022) (\$460,990)							
HSN Natatorium Metal Roof, Window System, Metal Wall Replacement (ESSERS/Summer 2022) (\$884,400)							
BES HVAC Controls Upgrade (ESSERS/Summer 2022) (\$2,949,659)							
Smithfield Elementary Flat Roofs (48,500 sq ft) (B/U)			\$1,862,358				\$1,862,358
Grand Total:	\$0.00	\$410,600	\$1,862,358	\$0	\$0	0\$	\$2,272,958
COMMITTEE REVIEWED CAPITAL PROJECTS	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTAL
JTL Boiler Replacement						TBD	
JTL DHW Boiler Replacement						TBD	
BES Generator Replacement						TBD	
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
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		\$30,000					\$30,000
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) (Rubber)					\$42,000		\$42,000
High School South Stadium Roof (12,991 sq ft) (Rubber)					\$182,000		\$182,000
JM Hill Elementary Roof (27,800 sq ft) (RESTORE 30 yr warranty)					\$365,000		\$365,000
Bushkill Elementary Flat Roof (4,800) (B/U)					\$134,500		\$134,500
HSS Stadium Boilers (2) Replacement			\$250,000				\$250,000
HSS Stadium DHW Boiler Replacement			\$60,000				\$60,000
JT Lambert DHW Boiler Replacement					\$110,000		\$110,000
				000 0117			000011

ESASD BUDGETED 5 YEAR CAPITAL PLAN

9/29/2022

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Resica Generator (Propane)				\$29,400			29,400
JT Lambert Generator (Natural Gas)			\$25,900				25,900
North Campus Stormwater Pipe Repair							
Grand Total:	\$0	\$4,165,311	\$1,265,601	\$979,101	\$1,673,201		\$8,083,214
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COMPLETED CAPITAL PROJECTS	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	TOTAL
MSE/RES Water Filtration System	\$170,000						\$170,000
SME Flooring Replacement (ESSERS/Summer 2022) (\$358,400)							
HSN Flooring Replacement (ESSERS/Summer 2022) (\$886,515)							
HSS New & Old Main Gym Screen and Resurface	\$7,000						\$7,000
North/Lehman Lighting Upgrades	\$153,694.00						\$153,694.00
HSN Gym Floor, Power Vent Air Flow & Deductible	\$15,380.00						\$15,380.00
LIS Gym Flooring (includes alternate #1 for \$124,449)	\$156,460.00						\$156,460.00
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				1			\$639,159
Resica Carpet Replacement							\$277,610
JTL Carpet Replacement							\$535,800
ATC Replacement HSN/LIS							\$2,838,638
JM Hill Handwash Sinks Cafeteria							\$7,785
Smithfield Playground							\$30,000
HSN Water Heater							\$88,260
HSN/LIS 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
N.Campus Lagoon Liner Replacement	\$672,833.60						\$672,833.60
JM Hill Vestibule & Gym Doors	\$138,286.00						\$138,286.00

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HSS Stadium Turf Replacement		\$558 <b>,</b> 210					\$558,210
HSN/LIS Curtainwall and Storefront		\$560,000.00					\$560,000.00
Grand Total:	\$2,176,043	\$1,118,210	¢0	0\$	¢0	ţΟ	\$16,474,952

# VII.E.I

## FACILITIES DPARTMENT SUMMARY SEPTEMBER 2022

- Completed new J.T. Lambert secured front desk reception area.
- Facilities Department meeting.
- Continued transition from SchoolDude work order system to new Brightly work order system.
- Brodhead Creek Regional Authority completed the install of the vault at J.T. Lambert.
- Reviewed plans to move forward with new Life Skills Work Lab at High School North.
- Monthly Safety meeting.



#### Mr. Robert Romagno Supervisor of Environmental Services

#### Property and Facilities Committee Meeting September 2022 Environmental Services

- Daily cleaning and disinfecting of buildings
- Completed Smithfield and North flooring projects
- District inventory of consumables
- Completed Summer Cleaning
- Coordination of Fall sports and school events
- Bi-annual IAQ testing

The East Stroudsburg Area School District hires only individuals legally authorized to work in the United States and does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in the admission of, access to, or in the provision of services, programs or employment. 9/19/07

EAST STROUDSBURG Area School District

#### East Stroudsburg Area School District Mail - grounds

VII.E.3

Amy Famighetti <amy-famighetti@esasd.net>

#### grounds

1 message

Daryle Miller <daryle-miller@esasd.net> To: Amy Famighetti <amy-famighetti@esasd.net> Thu, Sep 29, 2022 at 9:34 AM

# GROUNDS

- CONTINUE MOWING DISTRICT WIDE
- CLEAN OUT CATCH BASINS AS NEEDED
- COMPLETE LANDSCAPING PROJECT AT ADMIN.
- PREPARE AND MAINTAIN ALL ATHLETIC FIELDS DIST WIDE
- CONTINUE MOVING DISTRICT SUPPLIES
- CONTINUE PRUNING DISTRICT WIDE
- BEGIN CUTTING SEED IN ON TURF FIELDS

Daryle Miller Supervisor of Grounds East Stroudsburg Area School District 50 Vine ST.,East Stroudsburg PA,18301 570-424-8500 x10421 daryle-miller@esasd.net

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