Fiscal Affairs

Tuesday, August 11, 2026 5:30 PM
SASD District Administration Building, 123 Linden Street, Stroudsburg, PA 18360

1. **MEETING OPENING**

2. **BUDGET**

2.A. 2026-2027 Cyber Charter Rates

2.B. Other

2.C. Public Comment

3. **BUILDINGS & GROUNDS**

3.A. Preconstruction, Estimating Services, and Enrollment Projections - SitelogIQ

3.B. Educational Utilization, Capacity, and Master Plan Study - Breslin Architects

3.C. Clearview ADA Cost Opinion — Barry Isett & Associates, Inc.

3.D. Clearview Elementary School Physical Needs Assessment — B. Isett & Associates, Inc.

3.E. Guaranteed Energy Savings Agreement - SitelogIQ

3.F. Bogen Nyquist System - B.F. Morey Elementary

3.G. Grant Writing Proposal - SitelogIQ

3.H. Other

3.I. Public Comment

4. **ATHLETICS & ACTIVITIES**

4.A. Code of Conduct for Student Athletes and Parents

4.B. Other

4.C. Public Comment

5. **PUBLIC RELATIONS**

5.A. Other

5.B. Public Comment

Stroudsburg Area School District
Cyber Charter Budget

	Students	25-26 Updated Rates	26-27 Preliminary Rates	25-26 Estimated Costs	26-27 Estimated Costs	Increase Cost From Prior Year
Brick & Mortar	25	$19,419.74	$19,840.21	$485,494	$496,005	$10,512
Cyber	181	$17,687.29	$17,979.76	$3,201,399	$3,254,337	$52,937
Brick & Mortar Special Ed	6	$46,173.72	$52,082.27	$277,042	$312,494	$35,451
Cyber Special Ed	108	$33,428.98	$33,981.75	$3,610,330	$3,670,029	$59,699
				$7,574,265	**$7,732,864**	**$158,599**

2026-2027 Estimated Cost	$7,732,864
2026-2027 Budget	***$7,850,000***

3300 North 3rd. St
Harrisburg, PA 17011
P: 717.238.5737

July 10, 2026
Dr. Cosmas Curry
Superintendent
Stroudsburg Area School District
123 Linden Street
Stroudsburg, PA 18630

RE: Preconstruction, Estimating Services and Enrollment Projections

Dear Dr. Curry;

SitelogIQ is grateful to Stroudsburg Area School District (SASD) for expressing interest in retaining SitelogIQ to support further program management efforts related to concept estimating, enrollment projections, and grade configuration. SitelogIQ will work alongside Breslin Architects to coordinate providing this information to the district.

Scope of Services

The following summarizes our proposed scope of work for program management, and Pre-Construction services to be used to analyze the following options requested by the District:

Option 1: Maintain all existing schools in the district except Chipperfield Elementary School. Develop concept plan for addressing programmatic, capacity, and grade configuration across district.

Option 2: Building addition to an elementary building to support programmatic, capacity and grade configuration across district. This option assumes Chipperfield Elementary school will not be utilized by the District.

Option 3: Concept plan for a new elementary building This concept will include potential grade configuration changes across District, and selective building consolidation.

Program Management:

Confirm and Define Initial Needs. SitelogIQ will work with the District and your professional services contractors, to review the needs assessment, validate the functional program for the project, and make recommendations toward any revisions to the program as may be required.

Enrollment Projections.

SitelogIQ shall analyze historical enrollment data and trends, develop enrollment forecasts for designated planning periods, identify factors influencing enrollment growth, decline, or stabilization, provide projection scenarios based on varying assumptions and enrollment drivers, deliver actionable recommendations to support organizational planning and decision-making.

Grade configuration:

SitelogIQ shall, in coordination with the Architect, assess the effectiveness of the current grade configuration model. Analyze the impact of grade configuration on enrollment, capacity, staffing, transportation, and educational programming. Evaluate alternative grade configuration scenarios, identify operational, financial, and educational implications of each scenario and develop recommendations that align with the organization's strategic goals.

Pre-Construction Phase Services:

Develop Master Schedule. SitelogIQ will prepare a master project development schedule showing durations and responsibilities for the most critical activities of the project.

Establish Concept Budget.

To develop a budget and scope of work, SitelogIQ will perform a review of the project concept. Based on the current capacity, enrollment projections, and anticipated building needs, SitelogIQ will apply a cost per square foot for construction based upon the project location, anticipated materials, project schedule, historical costs, and current market conditions.

Drawings and Specifications.
SitelogIQ shall receive all drawings and preliminary specifications from the Architect shall provide recommendations on constructability, logistics, availability of materials and labor, time requirements for construction, and factors related to the cost of the Project. SitelogIQ is not providing professional design services under this agreement.

Project Estimates of Construction Costs.
SitelogIQ shall expeditiously review design documents during their development and advise the School District and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. Estimates of construction costs and Project costs shall be provided by SitelogIQ in conjunction with a review by the Architect during the Concept Design Phase. SitelogIQ shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the cost of the work. Such estimates shall be provided for the Architect's review and the School District's approval. .

Special Items. SitelogIQ shall attend regular design meetings which are scheduled and conducted by the Architect. SitelogIQ shall schedule any necessary meetings with the Architect and the School District and provide recommendations and information to the Architect and the School District.

Cost of Services
These services are offered at a not-to-exceed fee of $30,000.

Thank you again for considering SitelogIQ for this opportunity. We hope this proposal meets with your expectations and approval. SitelogIQ looks forward to the possibility of working together and demonstrating the value that our team can bring to SASD. Please contact us with any questions.

Sincerely,

SitelogIQ Construction Management, LLC

Wayne Brookhart
Senior Business Consultant

By my signature below I indicate acceptance of this proposal on behalf of the Stroudsburg Area School District

_____
Name & Title

_____
Signature

_____
Date

STROUDSBURG AREA SCHOOL DISTRICT

Proposal for Educational Utilization, Capacity and Master Planning Study

July 24, 2026

BRESLIN ARCHITECTS

BRESLIN ARCHITECTS

July 24, 2026

Dr. Cosmas C. Curry
Superintendent
Stroudsburg Area School District
123 Linden Street
Stroudsburg, Pennsylvania 18360

RE: PROPOSAL FOR EDUCATIONAL UTILIZATION, CAPACITY & MASTER PLANNING STUDY

Dear Dr. Curry:

Thank you for the opportunity for Breslin Architects to submit this proposal to provide services for an Educational Utilization, Capacity, and Master Planning Study for Stroudsburg Area School District (SASD). We are pleased to submit this proposal for your consideration.

Our understanding through discussions with yourself and SitelogIQ is that a Facility Condition Assessment was recently completed on the elementary schools. We understand the assessments revealed significant capital needs at Chipperfield ES. SASD is questioning the value of investing significant funds into this facility long-term and would like to explore options to close Chipperfield ES.

Additionally, SASD enrollments have dropped from a high of 5,920 students in June 2006 to 4,384 students in June 2026, or 26%. SitelogIQ is providing a proposal to SASD to provide updated enrollment projections with the district anticipating additional significant enrollment declines over the next 10 years. SASD needs to understand the impact these declines will have on efficient utilization of their facilities and in making informed decisions on to how best to allocate resources to address capital needs.

This proposal is intended to complement the proposal being submitted by SitelogIQ to SASD to provide a complete, well-informed Study for the district. Breslin Architects and SitelogIQ are currently collaborating on projects at Allentown SD, Radnor Township SD, and the Central Susquehanna Intermediate Unit. Together, we have successfully provided strategic planning, design, and construction solutions for our clients.

Education is the core of Breslin Architects' practice with over 95% of our work being for Pennsylvania public schools. We are celebrating our 62nd Anniversary this year working from the same office location in Allentown, a convenient 45-minute drive from Stroudsburg.

PROPOSAL FOR SERVICES

Basic Scope of Work

- **Study of Existing Building Educational Utilization and Building Capacity Analysis** – Breslin Architects will perform the following services:
  - Floor Plans: Create floor plan backgrounds of each building from plans provided by SitelogIQ and/or SASD.
  - Utilization: Identify the utilization of each space in the schools to calculate student capacities and to identify opportunities for more efficient space utilization. Existing utilization and class size information to be provided by SASD. Examples are included in this Proposal.
  - Functional Capacity: Provide educational capacities for each school building according to both Pennsylvania Department of Education (PDE) standards and SASD class size guidelines.
  - Educational Program Review: Analyze the extent to which current facilities support specialized needs (e.g., labs, special education suites, and extracurricular spaces) dictated by the District's educational program.
- **Master Planning –** Breslin Architects will work collaboratively with SitelogIQ and SASD to develop Master Plan options requested by SASD as follows:
  - All options will include closing Chipperfield ES
  - All options will include an analysis of projected enrollments to existing/proposed building capacities
  - Option 1 – Maintain existing schools (except Chipperfield ES). Re-opening Clearview ES may be considered with this option to absorb increased enrollment from the closing of Chipperfield ES if needed.
  - Option 2 - Addition(s) to schools may be considered to absorb increased enrollments from the closing of Chipperfield ES and/or to address projected changes in enrollments, proposed grade realignments, and programmatic needs

Information to be provided by SitelogIQ

- Facility Condition Assessments and associated Floor Plans
- Enrollment Projections
- Cost Estimating for Master Plan Options

Information to be provided by Stroudsburg Area School District

- Floor Plans for each building, whether hard copies or digital (tiff, pdf, etc.)
- Utilization data for each school to include room names, numbers, use, and class sizes

Schedule

- We are prepared to begin services immediately. Below are proposed timelines. The final schedule is to be coordinated between SASD, Breslin Architects and SitelogIQ.
  - **Study of Existing Building Educational Utilization and Building Capacity** 60-90 days
    - SitelogIQ to complete Enrollment Projections
    - Breslin Architects to complete floor plans with utilization and capacity data
  - **Master Planning** 30-60 days
    - Options to be developed as outlined above and presented to SASD

Professional Fees

We propose an hourly not-to-exceed rate for Basic Services as outlined below. SASD will be invoiced for actual hours worked based on the attached current fee schedules.

- **Study of Existing Building Educational Utilization and Building Capacity**
  - Arlington Heights ES $2,244
  - B.F. Morey ES $2,244
  - Chipperfield ES $4,488
  - Clearview ES (currently closed) $1,122
  - Hamilton ES $2,244
  - Stroudsburg Middle School $5,610
  - Stroudsburg Junior High School $4,488
  - Stroudsburg High School $5,610
  - Sub-Total $28,050
- **Master Planning Options** (2 Options) $18,700
- **Total** **$46,750**

- Should SASD select Breslin Architects to design an addition/renovation project or a new school project as a result of the Study, we would credit the Master Plan fee of $18,700 towards our design fee
- Hourly rate schedules are attached to this fee proposal. Reimbursable expenses would be in addition to the fee for services. An invoice would be presented upon completion of the study and would be payable within 30 days.
- Additional Services:
  - On-site investigation and verification of Existing Conditions to be billed per the attached hourly rate schedule.

SERVICES NOT INCLUDED

- This proposal includes the services of the Architect only. Should the services of additional consultants be required, they may be billed as an additional service
- Information requested other than services provided under the Scope of Work in this proposal
- This proposal does not include “trip generation” bus route transportation analysis
- Evaluation of hazardous materials is not included
- Geotechnical, Site Survey, Subsurface Utility, etc. reports and investigations are not included
- Providing services to perform site due diligence of any properties to include PNDI searches, Phase I Environmental Site Assessments, Wetlands Presence/Absence Investigations, Regulated Waters Delineations, etc. are not included

All Studies are not “created equal”. We encourage you to contact the enclosed references. They can attest to the thoroughness of our assessment and evaluation process, the quality of our documents, and the strength of our service commitment. Breslin Architects will provide the Stroudsburg Area School District with a detailed document that provides a thorough, objective and valuable planning tool for the Board and Administration.

We hope this package conveys our enthusiasm to serve the Stroudsburg Area School District. Please feel free to contact me should you have any questions.

Very truly yours,

Michael R. Bell, AIA, LEEP AP BD+C

MRB:mrb Email

Accepted By:

Stroudsburg Area School District

Date

COMPANY CONTACT DETAILS

1226 Union Boulevard, Allentown, PA 18109

P. 610-437-9626 F. 610-437-4769

CONTACT PERSON

Michael R. Bell, Principal-in-Charge

E. michaelbell@breslinarchitects.com

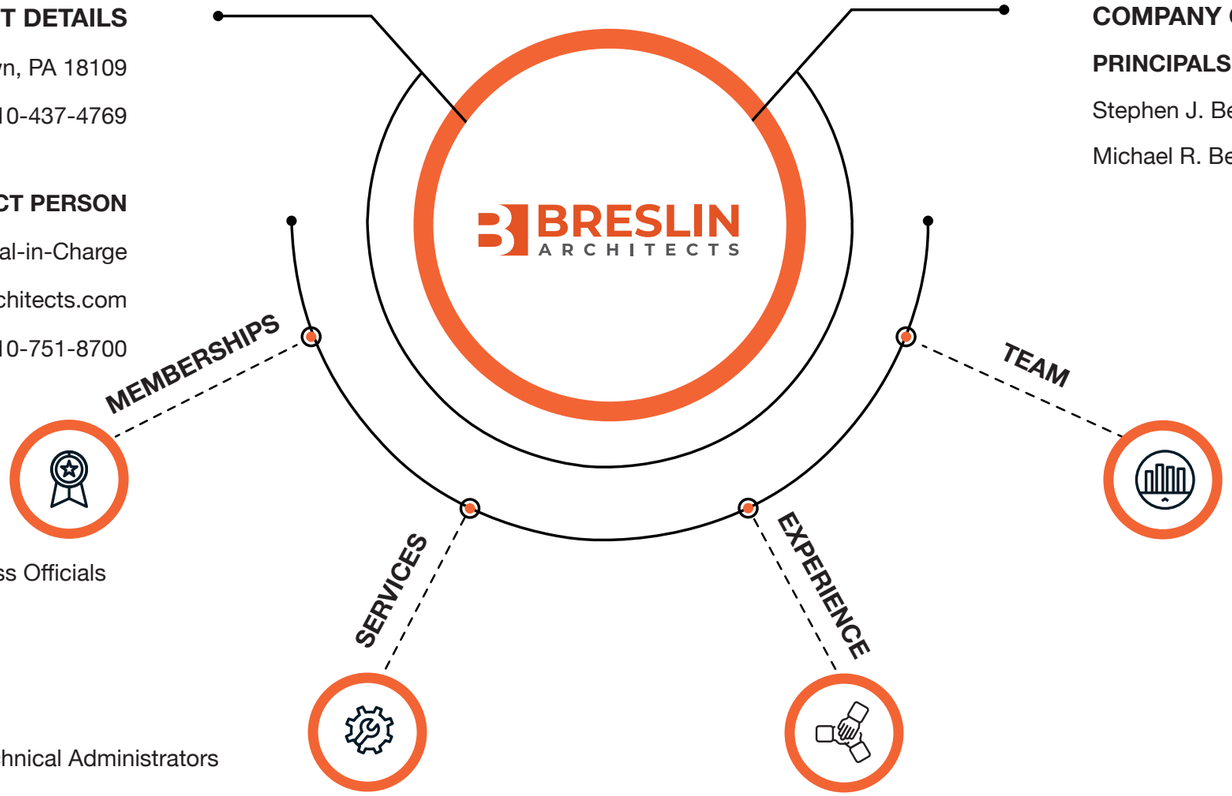
P. 610-437-9626 x142 I C. 610-751-8700

COMPANY OFFICERS

PRINCIPALS

Stephen J. Behrens, AIA, LEED AP BD+C

Michael R. Bell, AIA, LEED AP BD+C



- American Institute of Architects
- Pennsylvania Association of School Business Officials
- Association for Learning Environments
- Construction Specifications Institute
- International Code Council
- Pennsylvania Association of Career and Technical Administrators
- Pennsylvania School Boards Association
- U.S. Green Building Council

- Architecture
- Feasibility Studies
- Master Planning
- PlanCon
- Act 34 Hearings
- LEED Certification
- BIM

- **62** Years of Experience
- **95%** PA Public K-12 Work
- **51** PA School District Clients
- Over **400 Major Projects**
- **Over 60** Feasibility Studies
- PlanCon Expertise since 1973

- **11** Licensed Architects
- **7** Other Technical Staff
- **1** Specifications Writer
- **1** Interior Designer
- **3** Office Administrators
- (**13** LEED Accredited Staff)

Scan the QR code for a more in-depth look at our experience, approach to communication and technology integration.



MICHAEL R. BELL, AIA

PRINCIPAL
REGISTERED ARCHITECT: PA, NJ
LEED AP BD+C

PROFILE

Mr. Bell has 30 years of experience specializing in educational projects. His focus is on collaborating with clients to understand their needs and the generation of practical, thoughtful and creative solutions to fulfill those needs. Michael has a key role in the implementation of BIM for its use in the design and construction documentation process. As a Project Architect, Michael has been responsible for the design and planning of several award winning educational projects. Additionally

Michael has 17 years of adjunct teaching experience in the Architecture Program at Northampton Community College.

EDUCATION

Thomas Jefferson University
Bachelor of Architecture, 1996

EXPERIENCE

Total Years: **30**
Years with BRFA: **28**

Master Planning Experience

Warrior Run School District, Turbotville, PA
- K-12 Educational Facility Study

Pennridge School District, Perkasie, PA
- Building Utilization Study

Mount Saint Mary's University, Emmitsburg, MD
- Campus Master Plan, and subsequent update

DeSales University, Center Valley, PA
- Athletic Facilities Master Plan
- Campus Master Plan Update

Bucks County Technical High School, PA
- Feasibility Study

K-12 Educational Design Experience

Bethlehem Area School District, Bethlehem, PA
- Nitschmann Middle School

Central Columbia School District, Bloomsburg, PA
- Central Columbia High School Additions and Renovations

Colonial School District, Plymouth Meeting, PA
- Plymouth-Whitemarsh High School Addition and Alterations

Council Rock School District, Newtown, PA
- STAR Center (Sloan Twilight A.C.H.I.E.V.E. at Richboro)
- Newtown Middle School

Kennett Consolidated School District, Kennett Square, PA
- New Kennett Middle School
- Kennett High School Addition
- New Greenwood Elementary School
- New Garden Elementary School

Methacton School District, Norristown, PA
- Worcester Elementary School
- Methacton High School

Pocono Mountain School District, Swiftwater, PA
- Pocono Mountain West High School

North Penn School District, Lansdale, PA
- North Penn High School Expansion

Southern Lehigh School District, Center Valley, PA
- Southern Lehigh High School Addition and Alterations

Warrior Run School District, Turbotville, PA
- New Warrior Run Elementary School

Souderton Area School District, Souderton, PA
- Vernfield Elementary School

Whitehall-Coplay School District, Whitehall, PA
- Multi-Purpose Stadium



STEPHEN J. BEHRENS, AIA

PRINCIPAL
REGISTERED ARCHITECT: PA, NJ
LEED AP BD+C

PROFILE

Mr. Behrens has a diverse practice background in award-winning Pre-K-12 educational architecture and planning services. Since joining Breslin Architects in 2004, Steve has been responsible for the design and management of projects from conception to construction completion. Mr. Behrens is the author of feasibility studies/master plans locally and regionally. Steve represents the firm in business development and presents at industry conferences.

EDUCATION

Temple University
Bachelor of Architecture, 1996

Foreign Study
Rome, Italy

EXPERIENCE

Total Years: **30**
Years with BRFA: **20**

Master Planning Experience

Allentown School District
Chester County Intermediate Unit
Downingtown Area School District
East Penn School District
Whitehall-Coplay School District
Wissahickon School District

K-12 Educational Design Experience

Allentown School District
- Brigadier General Anna Mae Hays Elementary School
- New K-8 Academy
- Dieruff High School Secure Entry
- Feasibility Study Update
- Athletic Feasibility Study

Bethlehem Area School District, Bethlehem, PA
- Nitschmann Middle School

Chester County Intermediate Unit
- Chester County Technical College High School
- STEM Academy Renovation - Pickering Campus
- Brandywine Campus Alterations
- New Pennocks Bridge Campus
- Godsoe Building Renovation

Council Rock School District, Newtown, PA
- Newtown Middle School

Diocese of Allentown, PA
- St. Thomas Moore School Addition

East Penn School District, Emmaus, PA
- Educational Planner Consulting

North Pocono School District, Moscow, PA
- North Pocono Middle School Alterations

Octorara Area School District, Atglen, PA
- Octorara High School Alterations and Additions

Souderton Area School District, Souderton, PA
- Souderton Area High School

Whitehall-Coplay School District, Whitehall, PA
- Middle School Alterations
- Zephyr Elementary School
- Whitehall High School Alterations and Additions
- Transportation Facility

Wissahickon School District, Ambler, PA
- Wissahickon Natatorium
- Multi-Purpose Stadium

BRESLIN ARCHITECTS



WAYNE F. STITT, AIA

PROJECT ARCHITECT
REGISTERED ARCHITECT: PA

PROFILE

Wayne is a design and detail oriented architect and brings a wealth of experience in the architectural profession along with a strong track-record in notable and award winning projects. During his career he has been responsible for the design and management of projects from conception to construction completion in Early Education, Higher-Ed, Adaptive Reuse, Commercial, Government and High-End Residential sectors. A common thread that connects many of Wayne's projects is the creation of robust and flexible spaces that foster collaboration among users.

EDUCATION

Penn State University
Bachelor of Science in Architecture, 1994

EXPERIENCE

Total Years: **30**
Years with BRFA: **6**

Educational Design Experience

Allentown School District, Allentown, PA
• New K-8 Academy at Northridge (design)
Arcadia University, Glenside, PA
• Murphy Hall Renovation Feasibility Study
• Spruance Art Gallery Feasibility Study
Bloomsburg University, Bloomsburg, PA
• Haas Music Building Acoustic Study
• Housing Feasibility Study
Bryn Athyn College, Bryn Athyn, PA
• Grant R. Doering Center for Science & Research
• Admissions Building
College Misericordia, Dallas, PA
• Benevino Library
DeSales University, Center Valley, PA
• Dorothy Day Student Union Feasibility Study
Gettysburg College, Gettysburg, PA
• Quarry Housing Complex
King's College, Wilkes-Barre, PA
• Recreation Center Expansion/Renovation
Lafayette College, Easton, PA
• Ahart Familiy Arts Plaza
• Mohican Building Renovation
• Case's Building Exterior Renovation & Plaza
• Second Street Parking Lot
• Williams Visual Arts Building Renovation
• Pardee Donor Wall
Moravian College, Bethlehem, PA
• Lab 126 Renovation
Pennsylvania State University
• Biology Lab Renovation, Lehigh Valley Campus
• Grainger Feasibility Study, Scranton Campus
• Woodland Infill Feasibility Study, Abington Campus
• Building Expansion, Lehigh Valley Campus
• Knowledge Commons Feasibility Study, Great Valley Campus
Radnor Township School District, Wayne, PA
• New Ithan Elementary School
Unionville-Chadds Ford School District, Chester County, PA
• New Middle School
Pocono Mountain School District, Monroe County, PA
• District-Wide Study



THOMAS C. SMITH

CAPITAL PLANNING

PROFILE

Tom joined Breslin Architects in January 2025. His extensive background of 14 years in facilities management and education operations in a large urban school district perfectly positions him to direct Capital Planning, meeting the unique needs of learning environments.

Tom has achieved significant accomplishments in full-cycle project management, including evaluation and scope development, scheduling, compliance assessment, and vendor management.

EDUCATION

Northampton Community College
Occupational Safety Management

U.S. Marine Corps
Aircraft Maintenance / Safety

EXPERIENCE

Total Years: **40**
Years with BRFA: **1.5**

Past Experience

Allentown City School District - Allentown, PA
2010 to 2024 - Executive Director of Facilities

Direct efforts to maintain 34 buildings covering 3 million square feet, including 216 acres of property, and serving the needs of over 17,000 students and 2,100 staff. Manage and oversee staff of 145 employees, including a Director and three Assistant Directors, 22 licensed tradesmen, and 114 building custodians. Develop and manage a $20 million annual budget, including general operations and capital, to achieve strategic goals for employee safety, facilities, grounds, warehousing, transportation, structural alterations; and new construction. Administer processes and procedures for energy management, pest control, materials and inventory control, warehousing, and transportation, consult directly with the School Board on facility and maintenance matters, including delivery of presentations during monthly public school board meetings.

• Project Lead and Managed $100 Million budget for the design and construction of a new 199,000 square foot school building.
• Project Lead and Managed $43 Million budget for the design and construction of a new 114,000 square foot school building.
• Project Lead and Managed the conversion of a 70,000 square foot commercial property into a new high school.
• Project Lead and Managed a planetarium renovation featuring high tech operating and projection systems and interactive technology.

K-12 Educational Experience

Kennett Consolidated School District
• Greenwood Elementary School
• New Garden Elementary School

Wissahickon School District
• Blue Bell Elementary School

Pocono Mountain School District
• Construction Administration - Multiple Projects
• Capital Planning and Consulting

PENNSYLVANIA SCHOOL DISTRICT EXPERIENCE

Pennsylvania School District Clients for which Breslin Architects has Provided Professional Services

BERKS COUNTY
Upper Perkiomen SD

DAUPHIN COUNTY
Central Dauphin SD

LANCASTER COUNTY
Hempfield SD
Octorara Area SD

LUZERNE COUNTY
Crestwood SD
Wilkes-Barre Area SD

MIFFLIN COUNTY
Mifflin County SD

MONROE COUNTY
Pocono Mountain SD

MONTGOMERY COUNTY
Abington SD
Colonial SD
Lower Moreland Township SD
Methacton SD
North Penn SD
Perkiomen Valley SD
Souderton Area SD
Upper Dublin SD
Upper Merion SD
Upper Perkiomen SD
Wissahickon SD

SCHUYLKILL COUNTY
North Schuylkill SD

UNION COUNTY
Warrior Run SD

BUCKS COUNTY
Central Bucks SD
Council Rock SD
Palisades SD
Pennridge SD

LEHIGH COUNTY
Allentown SD
Bethlehem Area SD
Catasauqua Area SD
East Penn SD
Northern Lehigh SD
Parkland SD
Southern Lehigh SD
Whitehall-Coplay SD

MONTOUR COUNTY
Warrior Run SD

NORTHAMPTON COUNTY
Bangor Area SD
Bethlehem Area SD
Easton Area SD
Nazareth Area SD
Northampton Area SD
Pen Argyl Area SD
Wilson Area SD

NORTHUMBERLAND COUNTY
Warrior Run SD

PHILADELPHIA COUNTY
SD of Philadelphia

WAYNE COUNTY
Wallenpaupack Area SD

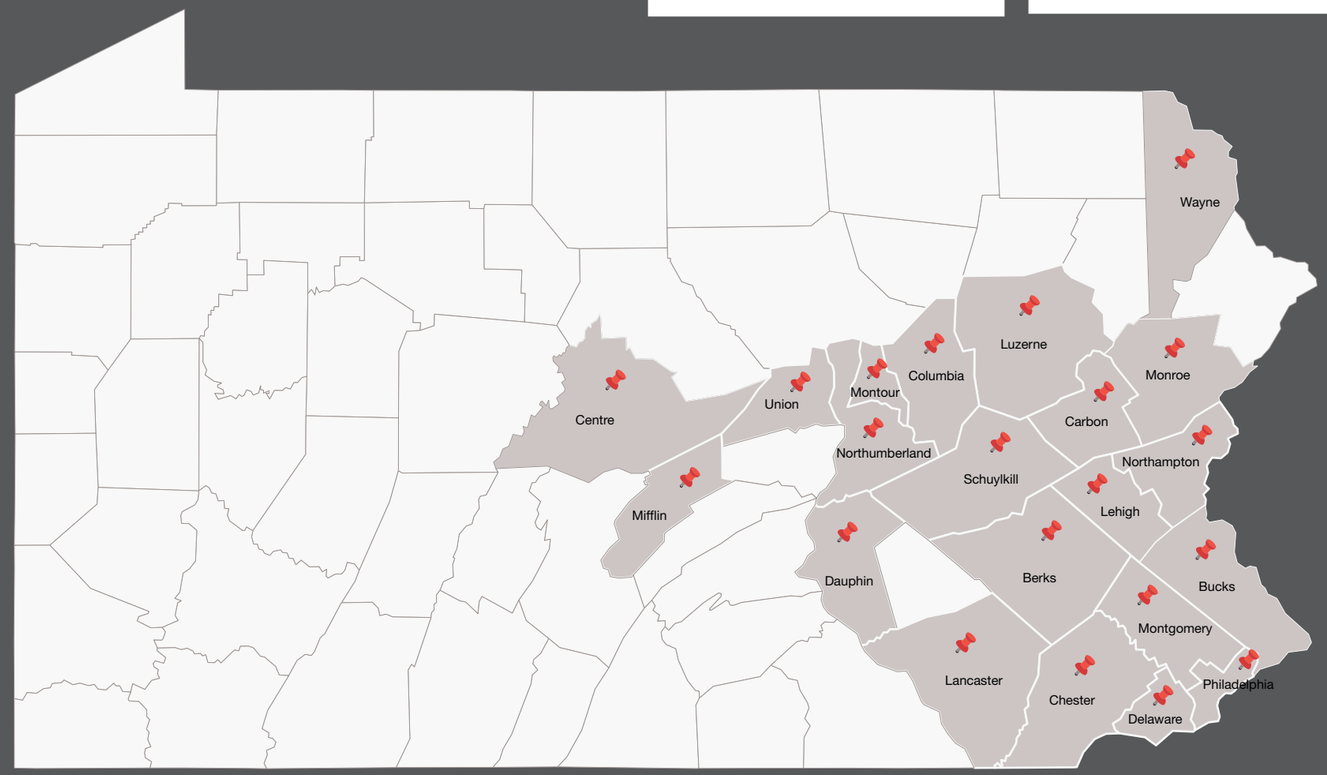
CARBON COUNTY
Jim Thorpe Area SD

CENTRE COUNTY
State College Area SD

CHESTER COUNTY
Chester County Intermediate Unit
Downingtown Area SD
Great Valley SD
Kennett Consolidated SD
Octorara Area SD

COLUMBIA COUNTY
North Schuylkill SD

DELAWARE COUNTY
Radnor Township SD



95%
K-12 PROJECTS

51
SCHOOL DISTRICT CLIENTS ACROSS PA

90%
REPEAT CLIENTS

OVER 400
MAJOR PROJECTS

BRESLIN ARCHITECTS

PA SCHOOL DISTRICT FEASIBILITY STUDY EXPERIENCE LISTED BY DISTRICT ENROLLMENT

Breslin Architects has extensive Feasibility Study experience for Pennsylvania School Districts, and has successfully completed more than **60 Studies,** including **36 District-Wide Studies** for the **31 clients** in the chart to the right. As part of our study preparation, we perform building assessments, compile capital plans and develop building capacities utilizing the State's PlanCon guidelines as well as functional enrollment. We invest significant time meeting with your selected representatives, asking questions and providing thorough building assessments. We are recognized by school districts and the State as educational project experts; not only in the inspection of buildings and the assembly of plans, but in the organization of complex financial, educational and physical data into a comprehensive arrangement of options. This allows school districts to make informed, cost-effective decisions in changing educational policy, economic and demographic climates.



District	Enrollment
Central Bucks School District	17,257
Allentown School District	16,100
North Penn School District	12,998
Central Dauphin School District	12,545
East Penn School District	8,009
Pocono Mountain School District	7,983
Hempfield School District	6,999
State College Area School District	6,712
Pennridge School District	6,285
Souderton Area School District	6,067
Colonial School District	5,633
Northampton Area School District	5,244
Wissahickon School District	5,195
Nazareth Area School District	4,897
Great Valley School District	4,802
Methacton School District	4,621
Upper Merion Area School District	4,502
Stroudsburg Area School District	**4,464**
Whitehall-Coplay School District	4,212
Kennett Consolidated School District	3,882
Radnor Township School District	3,618
Upper Perkiomen School District	3,183
Southern Lehigh School District	3,053
Wallenpaupack Area School District	2,816
Crestwood School District	2,776
Bangor Area School District	2,762
Lower Moreland Township School District	2,595
Wilson Area School District	2,123
Octorara Area School District	2,012
Jim Thorpe Area School District	1,766
Pen Argyl Area School District	1,447
Palisades School District	1,366

Allentown School District Studies

Completed Feasibility Studies	Year
District-Wide Facilities Study	1994
Physical Condition Assessment of Five Schools	2016
District-Wide Feasibility Study Volume 1 Enrollments and Capacities Evaluation	2017
District-Wide Feasibility Study Volume 2 10 Year Capital Improvement Plan	2017
District-Wide Feasibility Study Update	2021
Feasibility Study Update	2021
Athletics and Student Wellness Feasibility Study	2021
Athletics Feasibility Study	2022
Athletics Feasibility Study Addendum	2022
Athletics Feasibility Study Addendum #2 Dieruff High School	2022

Wissahickon School District
Feasibility Study Update **Completed 2012, Updated 2018**

Wade Coleman, Retired Business Administrator
C: 215-828-3081

Project Description: This study included assessments of 7 Schools. Breslin Architects partnered with DecisionInsite to study projected enrollments vs. capacity.

Radnor Township School District
District-Wide Feasibility Study **Completed 2022**
William Dolan, Director of Facilities
135 South Wayne Avenue, Wayne, Pennsylvania 19087
P: 610-688-8100 E: william.dolan@rtsd.org

Project Description: This study included 1 High School, 1 Middle School, 3 Elementary Schools, the Administration Building and High School Athletic Facilities.

NAME	TITLE	SCHOOL DISTRICT	ADDRESS	PHONE	EMAIL
Mr. Steven Onushco	Facilities Director	East Penn School District	800 Pine Street Emmaus, PA 18049	(610) 966-8328	sonushco@eastpennsd.org
Mr. Mark Tracy	Chief Financial Officer	Kennett Consolidated School District	300 East South Street Kennett Square, PA 19348-3655	(610) 444-6604	mtracy@kcsd.org
Mr. Joseph P. Lubitsky	Director of Administrative Services	Chester County Intermediate Unit	455 Boot Road Downingtown PA 19335	(484) 237-5071	JoeL@cciu.org

"I wanted to thank you and let you and your staff know that we appreciate your efforts and expertise. It is a powerful combination (effort and expertise) that I sometimes think is nearing extinction…"

Joseph P. Lubitsky
Director of Administrative Services
Chester County Intermediate Unit

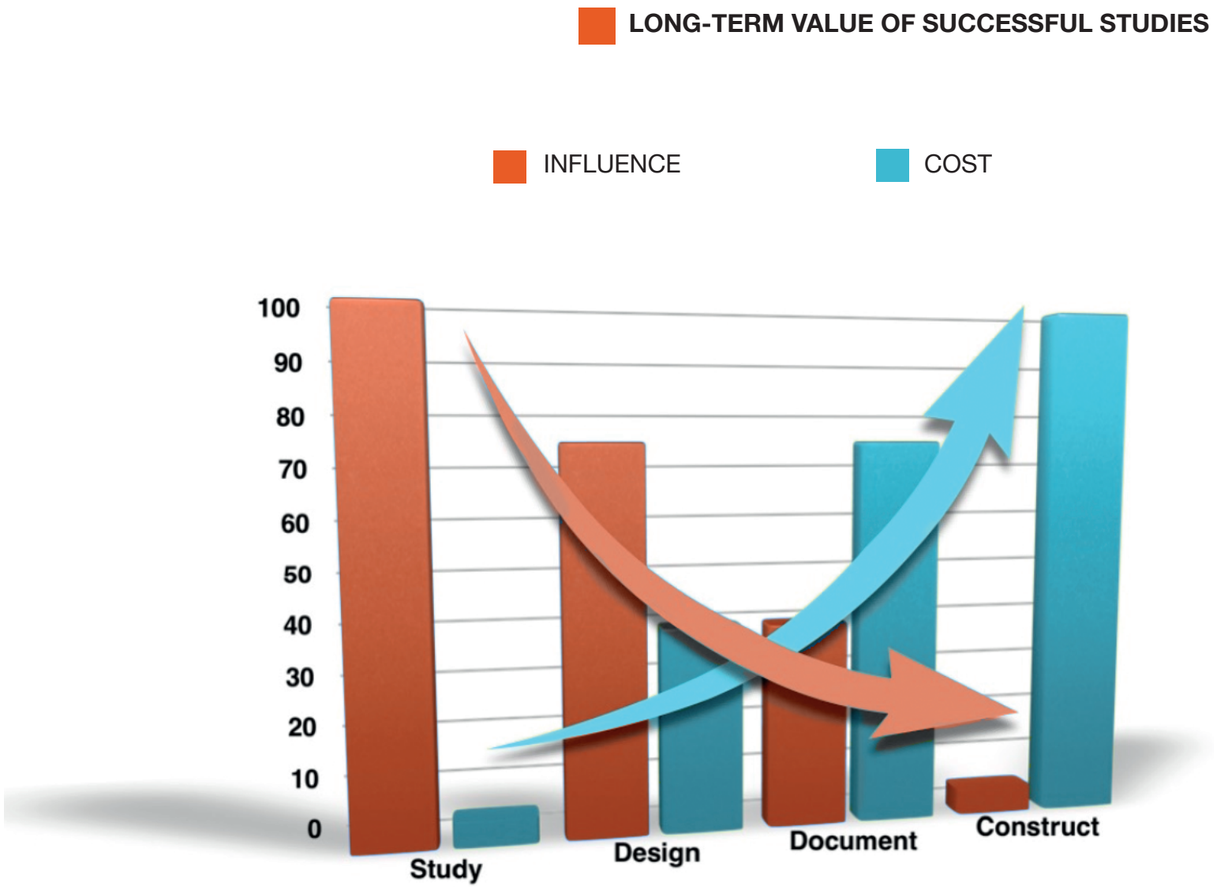
"…your team's ability to listen, and fully understand the needs of the stakeholders, is what makes your team stand out from the other firms."

Matthew Yencha
Vice President of Business Development and Operations
Community Services for Children



The success of any significant capital project can usually be traced back to starting the process properly. A disorganized or misguided initial approach will have a ripple effect that creates unnecessary obstacles throughout the project duration. Particularly for public schools, with a unique mission in serving the community, fixed schedules of use, and responsibility to steward tax resources, a well-developed Study is the key to success. As the first step, the study phase offers the greatest opportunity to influence the outcome for the least cost.

It is imperative that any useful study provide clear, concise and actionable options. The goal is to support the mission of the School District with solutions that provide the best possible educational program for the students while managing the cost responsibly. Ultimately, this is the information needed to enhance the educational program with architectural assets that are durable, flexible, and efficient.



COST / INFLUENCE CURVE

CLEAR

Building evaluations, analysis of enrollment changes in the educational program and other justifications must be presented in a fashion that connects in practical terms with people of various backgrounds.

CONCISE

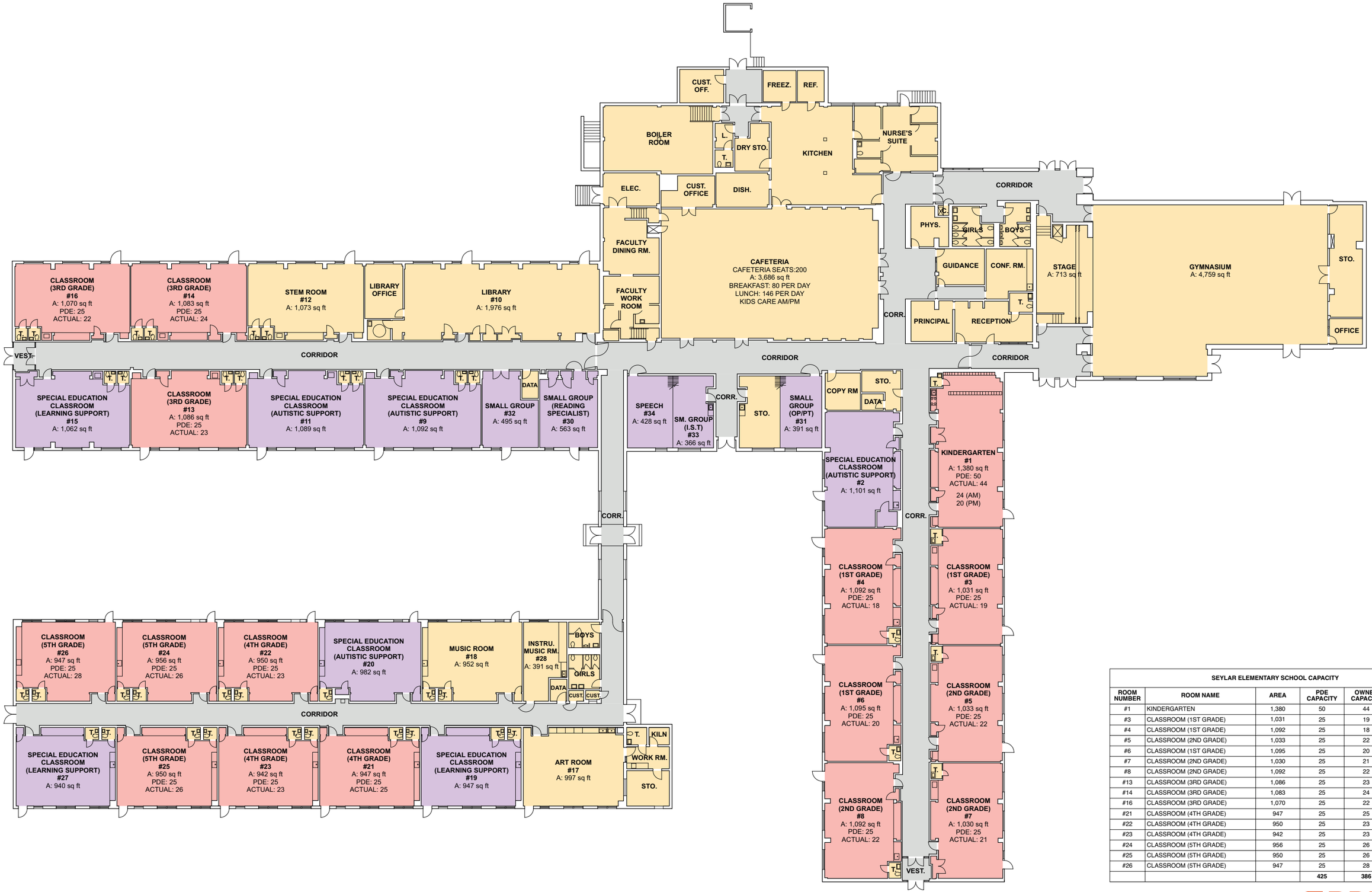
To facilitate making the high-level decisions, the study must not overwhelm the reader with “data dumps” of dozens of options and superfluous backup. Regardless of the project size or complexity, it would be unusual for a study to require more than six to eight options to properly present the possibilities.

ACTIONABLE

The menu of options must be directly actionable. A Board should be able to select and vote on an option that provides comprehensive direction for a complete project. All options presented must include a full description of the impact on building functionality, site circulation, program, and enrollment, as well as the construction cost, schedule and phasing.

BRESLIN ARCHITECTS

EXAMPLE: EDUCATIONAL UTILIZATION & CAPACITY PLAN

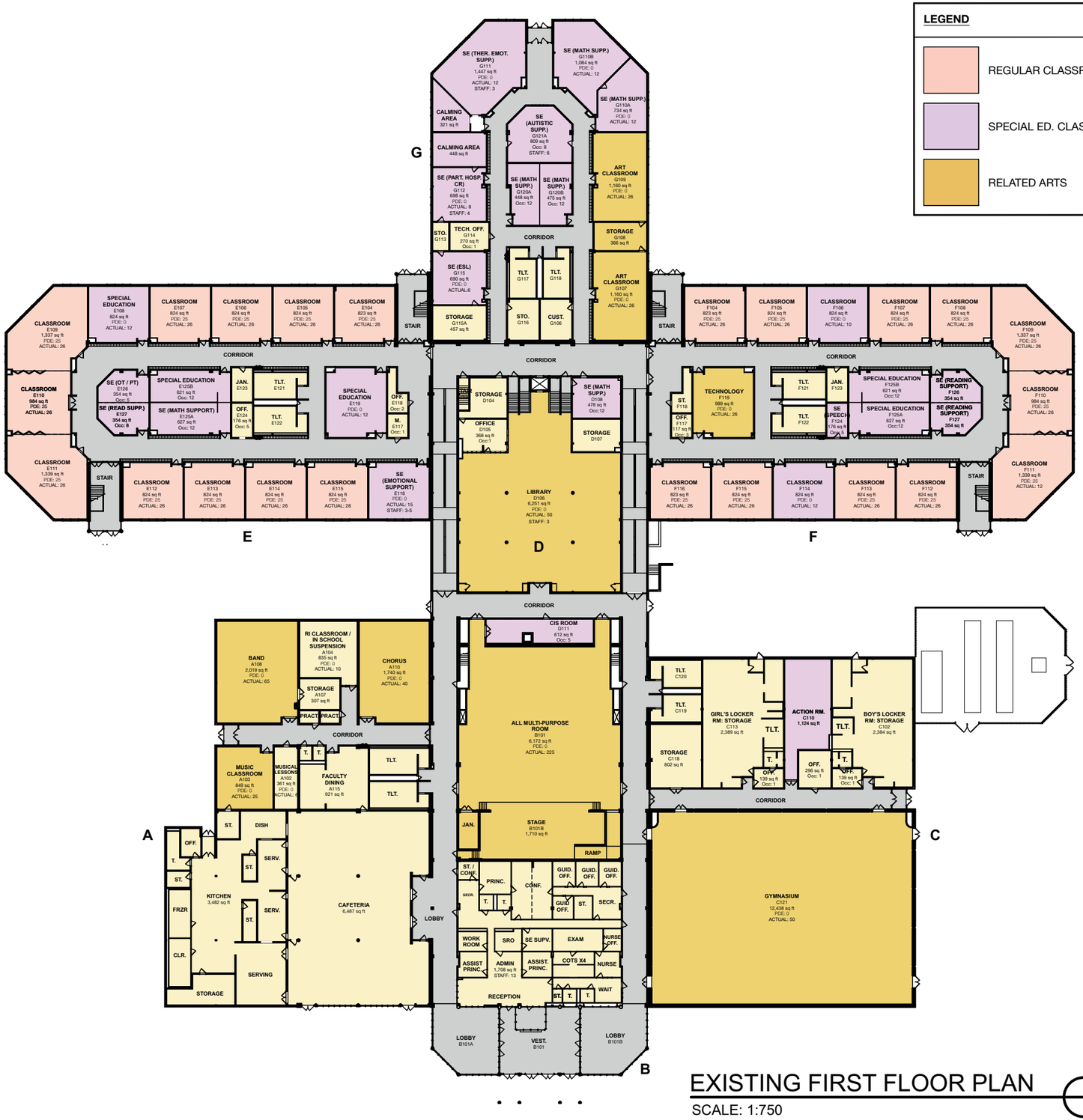


SEYLAR ELEMENTARY SCHOOL CAPACITY

ROOM NUMBER	ROOM NAME	AREA	PDE CAPACITY	OWNER CAPACITY	OWNER MAX CAPACITY
#1	KINDERGARTEN	1,380	50	44	50
#3	CLASSROOM (1ST GRADE)	1,031	25	19	27
#4	CLASSROOM (1ST GRADE)	1,092	25	18	27
#5	CLASSROOM (2ND GRADE)	1,033	25	22	28
#6	CLASSROOM (1ST GRADE)	1,095	25	20	27
#7	CLASSROOM (2ND GRADE)	1,030	25	21	28
#8	CLASSROOM (2ND GRADE)	1,092	25	22	28
#13	CLASSROOM (3RD GRADE)	1,086	25	23	28
#14	CLASSROOM (3RD GRADE)	1,083	25	24	28
#16	CLASSROOM (3RD GRADE)	1,070	25	22	28
#21	CLASSROOM (4TH GRADE)	947	25	25	30
#22	CLASSROOM (4TH GRADE)	950	25	23	30
#23	CLASSROOM (4TH GRADE)	942	25	23	30
#24	CLASSROOM (5TH GRADE)	956	25	26	30
#25	CLASSROOM (5TH GRADE)	950	25	26	30
#26	CLASSROOM (5TH GRADE)	947	25	28	30
			425	**386**	**479**

BRESLIN ARCHITECTS

EXAMPLE: EDUCATIONAL UTILIZATION & CAPACITY PLAN



EXISTING FIRST FLOOR PLAN

SCALE: 1:750

LEGEND

- REGULAR CLASSROOM
- SPECIAL ED. CLASSROOM
- RELATED ARTS

CLEAR RUN INTERMEDIATE SCHOOL BUILDING INFORMATION

SCHOOL ADDRESS	800 Memorial Blvd, Tobyhanna, PA 18466
GRADE LEVELS	3-6
AREA	232,503 GSF
DATE BUILT	1996
ADDITIONS / RENOVATIONS	-

CLEAR RUN INTERMEDIATE SCHOOL EXISTING CAPACITY

ROOM	CAPACITY	NO. OF UNITS	TOTAL FTE
REG SIZE CR	25	42	1,050
SE	0	41	0
HEALTH CR	0	1	0
COMPUTER LAB	0	1	0
TV STUDIO	0	1	0
ART	0	2	0
MUSIC	0	1	0
BAND	0	1	0
CHORAL	0	1	0
GYM	0	1	0
MULTI-PURPOSE	0	1	0
LIBRARY	0	1	0
TOTAL			1,050
UTILIZATION	**(TOTAL X .9)**		**945**

BRESLIN ARCHITECTS

K-12 Facility Options- Breslin Architects

Redefine • Redesign • Reimagine

OPTION 1: K-8 REDISTRICT

ALBURTIS ES ADDITION
LMMS ADDITION

OR

LINCOLN ES ADDITION
EMS RENOVATION

OPTION 2: K-8 REALIGNMENT

LMMS ADDITION
EMS ADDITION

+

OPTION 3: HIGH SCHOOL

HIGH SCHOOL OPTION 3A

OR

HIGH SCHOOL OPTION 3B

OR

HIGH SCHOOL OPTION 3C

FACILITY STUDY

COMPREHENSIVE DISTRICT PLAN

IDENTIFIED CAPITAL NEEDS + OPERATIONAL COSTS (PREVIOUSLY PLANNED) + OPERATIONAL COSTS (ADDITIONAL FOR OPTIONS) + ...

Option 1 | Lincoln Elementary Addition and Renovations

Redefine • Redesign • Reimagine



- Classroom Addition
- Expand Multi-Purpose Room
- Provide Capital Improvements for upgrades to the building and site and for requirements related to Building and Accessibility Code Compliance throughout the existing school as indicated in previous Feasibility Study.

Option 2 | Lower Macungie MS 7-8 Center Addition and Renovations

Redefine • Redesign • Reimagine



- Classroom Addition
- Expand and renovate Cafeteria
- Gymnasium Addition
- Provide renovations as in Option 1
- Provide Capital Improvements for upgrades to the building and site and for requirements related to Building and Accessibility Code Compliance throughout the existing school as indicated in previous Feasibility Study.

Option 3A | Renovations and Additions to Existing High School

Redefine • Redesign • Reimagine



Statistics

High School Site : 31.0 acres
Area of Stadiums: 13.0 acres

TOTAL SITE AREA: 44.0 acres

Existing Building: 448,800 sq. ft.
Existing Total Functional Capacity: 2,770 Students

New Addition : 184,000 sq. ft.
New Total Functional Capacity: 3,200 Students
Increase Capacity 430 students

This Exhibit represents an Architectural Evaluation. Further Site & Zoning Analysis will be required.

Area of Extensive Renovations = 74,000 sq. ft.
Area of General Renovations = 336,000 sq. ft.
Area of Existing + Addition = 632,800 sq. ft.

BRESLIN ARCHITECTS

BRESLIN ARCHITECTS

ATTACHMENT A

January 1, 2026

I. HOURLY RATE SCHEDULE

PAY GRADE		JOB TITLE	HOURLY RATE
1	Architectural Support	Intern	$ 92.00
2	Administrative	Administrative Assistant Business Manager Office Manager	$ 102.00
3	Architectural Staff I	Architectural Designer	$ 125.00
4	Architectural Staff II	Architectural Designer	$ 146.00
5	Architectural Staff III	Project Manager Specifications Writer Design Technology Manager Manager of Construction Administration	$ 179.00
6	Interior Designer	Interior Designer	$ 146.00
7	Architect I	Licensed Architect	$ 146.00
8	Architect II	Licensed Architect Project Manager	$ 172.00
9	Architect III	Licensed Architect Project Architect Project Manager Senior Design Architect	$ 187.00
10	Senior Architect	Senior Design Architect	$ 203.00
11	Firm Principal	Principal	$ 244.00

II. REIMBURSABLE EXPENSES SCHEDULE

Transportation	$0.725 per mile *
Tolls	at cost x 1.0
Agency Approvals	at cost x 1.0
Postage	at cost x 1.0
CD Roms/Electronic Discs	at cost x 1.0
Scans	at cost x 1.0
8-1/2” x 11” black and white copies	$ 0.30
11” x 17” black and white copies	$ 0.55
8-1/2” x 11” color copies	$ 1.75
11” x 17” color copies	$ 2.25
15” x 21” opaque bond plots	$ 5.25
30” x 42” opaque bond plots	$ 7.25
30” x 42” mounted boards	at cost x 1.0

* to be adjusted equal to Federal Government mileage reimbursement standards

SITE CONSTRUCTION OPINION OF PROBABLE COST				Date: Revised:	
PROJECT					
LOCATION					
LANDSCAPE ARCHITECT/ENGINEER					
DRAWING NO.	PROJECT NO.	ESTIMATOR		CHECKED BY	

	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Name 1					
					$3,210,493
Name Sheet 2					
Info					
Name Sheet 3					
Info					
Etc					
Info					
Subtotal					**$3,210,493**
Contingencies (10%)				$321,049	**$321,049**
Related Costs					**$741,913**
Survey				$3,500	
Engineering (10%)				$321,049	
Permitting & Legal (5%)				$160,525	
Bidding/Inspections (8%)				$256,839	
GRAND TOTAL					**$4,273,456**

Note: Actual costs will be determined when detailed drawings and specifications are prepared and are competitively bid by contractors. The contingency fig-ure is included to account for items which are either unknown or are not known in sufficient detail to

SITE CONSTRUCTION OPINION OF PROBABLE COST

Date: 6/30/2026
Revised: 7/9/2026

PROJECT
Clearview Elementary Main Wing(s) ADA Upgrades

LOCATION
2000 N. 5th St. Stroudsburg, Borough, PA

LANDSCAPE ARCHITECT/ENGINEER

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

DRAWING NO.	PROJECT NO.	ESTIMATOR
	1007126.000	RAS

Conceptu	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	SUBTOTALS
General Condtiotions					**$675,100**
Mobilization/Demobilization (1)	LS	1	$109,900	$109,900	
Bonds and Insurance	LS	2	$94,200	$188,400	
General Conditions	LS	2	$188,400	$376,800	
Entrance/ Egress, Doors					**$317,500**
Doors 1 and 3					
Replace door with compliant 36- inch	Ea	2	$7,250	$14,500	
Concrete Ramp	Ea	2	$11,500	$23,000	
Chair Lift (2,3)	Ea	2	$80,000	$160,000	
Door 5					
Reconfigure stairs to incorporate landing and switchback ramp	LS	1	$120,000	$120,000	
Exterior Accessibility Improvements					**$120,000**
Allowance Amount pending design	LS	1	$120,000	$120,000	
Play Areas (includes:)					**$650,000**
Demolition of exiisting asphalt					
Regrading					
ADA Accessible routes					
Poured rubber surfacing					
Playground equipment					
Under drains and storm tie ins					
Signage and Fencing					
Interior Consideration					**$132,500**
New 36- inch double doors	Ea	5	$5,500	$27,500	
Ilift (4)	Ea	1	$80,000	$80,000	
Door Hardware	LS	1	$25,000	$25,000	
Reconfigure Restrooms					**$350,000**
Allowance until usage is determined	LS	1	$350,000	$350,000	
Subtotal					**$2,245,100**
Contingencies	20%			$449,020	**$449,020**
Related Costs					**$516,373**
Survey					
Engineering	10%			$224,510	
Permitting & Legal	5%			$112,255	
Bidding/Inspections	8%			$179,608	
Rounder					
GRAND TOTAL					**$3,210,493**

Note: Actual costs will be determined when detailed drawings & specifications are prepared and are competitively bid. The contingency figure accounts

SITE CONSTRUCTION OPINION OF PROBABLE COST

Date:
Revised:

PROJECT

LOCATION

LANDSCAPE ARCHITECT/ENGINEER

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

DRAWING NO.	PROJECT NO.	ESTIMATOR	CHECKED BY	

	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Mobilization/Demobilization					**$6**
Mobilization/Demobilization		2	$3	$6	
Division					
item					
item					
item					
Division					
Item					
Division					
Item					
Division					
Item					
Division					
Item					
Item					
Division					
Item					
Item					
Subtotal					**$6**
Contingencies	10%			$1	**$1**
Related Costs					**$3,503**
Survey				$3,500	
Engineering	10%			$1	
Permitting & Legal	5%			$1	
Bidding/Inspections	8%			$1	
Rounder					
GRAND TOTAL					**$3,510**

SITE CONSTRUCTION OPINION OF PROBABLE COST

Date:
Revised:

PROJECT

LOCATION

LANDSCAPE ARCHITECT/ENGINEER

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

DRAWING NO.	PROJECT NO.	ESTIMATOR	CHECKED BY	

	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	SUBTOTALS
Mobilization/Demobilization					**$6**
Mobilization/Demobilization		2	$3	$6	
Division					
item					
item					
item					
Division					
Item					
Division					
Item					
Division					
Item					
Division					
Item					
Item					
Division					
Item					
Item					
Subtotal					**$6**
Contingencies	10%			$1	**$1**
Related Costs					**$3,503**
Survey				$3,500	
Engineering	10%			$1	
Permitting & Legal	5%			$1	
Bidding/Inspections	8%			$1	
Rounder					
GRAND TOTAL					**$3,510**

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 272.200.2051
barryisett.com

June 9, 2028
Project #1007126.000

Mr. Nathan Strouse – Supervisor of Operations
Dr. Cosmas Curry – Superintendent
Stroudsburg Area School District
123 Linden Street
Stroudsburg, PA 183602

Dear Mr. Strouse and Dr. Curry:

RE: CLEARVIEW ELEMENTARY SCHOOL
Borough of Stroudsburg, Monroe County, Pennsylvania
ADA Feasibility Study

The former Clearview Elementary School, decommissioned in 2015, is located at 2000 North 5th Street, Stroudsburg, Pennsylvania. The structure is a split-level educational facility consisting of approximately 16,000 square feet (SF) at the primary (first-floor) level, organized into two distinct east and west wings. The basement level is excluded from this assessment.

Barry Isett & Associates (Isett) has completed an evaluation that assesses the existing building and site conditions relative to accessibility requirements and identifies conceptual modifications necessary to achieve compliance with the Americans with Disabilities Act (ADA), ICC/ANSI A117.1 (2017), and the 2021 International Existing Building Code (IEBC) Level 3 Alterations.

The accompanying feasibility plans are conceptual in nature and should not be construed as construction documentation. All field conditions—including property lines, topography, existing grades, and utilities—must be verified through a licensed survey prior to design development or construction. Refer to keyed notes on accompanying sheets GA1.0 and GA2.0 for additional information.

This assessment is limited to evaluating accessibility improvements related to ADA compliance and does not constitute a comprehensive building condition or performance analysis. The following items were not reviewed or evaluated as part of this study: energy performance of the existing structure and envelope; compliance with current fresh air or ventilation requirements; remaining service life of the existing roof system; code compliance or operational condition of the existing mechanical, electrical, or plumbing systems; structural integrity of the building, including foundations and framing; fire protection and life safety systems beyond ADA considerations; and stormwater management, site drainage, and underground utility conditions.

Any future redevelopment or occupancy change should include separate, detailed evaluations of these systems to determine required upgrades, replacement, or compliance with current codes and standards.

PROJECT OVERVIEW AND ADA FEASIBILITY ASSESSMENT

While the existing facility is entirely noncompliant with ADA accessibility standards, compliance can be achieved through basic construction methods and design. These enhancements can be tailored to support either a single-occupancy program or a multi-tenant configuration, providing flexibility for future use. Assessment findings are as follows:

1. Zoning Review and Use Considerations

   A. The building is currently classified as:

      1) Occupancy: Group E (Educational)
      2) Occupant Load for Classrooms: 9440 SF/20 SF = 472 Occupants.
      3) Construction Type: IIIB (non-combustible non-rated exterior walls)
      4) Zoning District: R-2 (Medium Density Residential)

   B. The structure complies with zoning dimensional requirements:

      1) Maximum permitted height: 35’-0”/Existing height: ~25’-0”
      2) Maximum stories: 2.5/Existing stories: 1
      3) Exiting per occupancy = 2 exits required/5 provided
      4) Fire Suppression System: Not applicable to current occupancy. May be required pending future occupancy.

   C. Per the Township of Stroud Schedule 27-I Regulations Governing the Use of Land, only residential or similar uses are permitted for Zone R-2. There are no fully permitted occupancy uses that directly align with the existing building type. Despite this, Zone Ordinance R-2 allows the following under conditional or special exception approval:

      1) Early Child Care and Education Center (conditional use).
      2) Elementary or Secondary School (SIC 8211) (special exception).
      3) Life Care Facilities or Continuing Care Retirement Community (special exception).
      4) Real Estate and Multi-Family Operations (SIC 6513,6514) (special exception).
      5) Group home for adolescents (special exception).

      Note: There is an active pending zoning ordinance amendment that may expand or clarify permitted uses within the R-2 zoning district. Final project planning should account for the outcome of this pending ordinance update and its impact on allowable uses of this facility.

   D. Additional Planning Considerations:

      1) Occupancy-specific square footage requirements must guide programming and capacity calculations.
      2) Parking ratios and accessible parking counts must be determined based on occupancy and associated floor area.
      3) Any alternate use not identified in the ordinance will require a formal variance from the zoning hearing board.

2. Exterior Accessibility and Site Circulation

   A. Building Entrances

      1) The building contains seven existing entrances, including five serving the 1st floor and two serving the basement only.

2) Accessible entrance strategies:

   a. Entrance #1:

      I. Replace existing double doors with a compliant 36” wide (minimum) single door and sidelight. (Keyed Note 1)
      II. Install concrete ramp from sidewalk to top of elevated entry step. (Keyed Note 2)
      III. Provide vertical platform lift at interior stairwell. (Keyed Note 4)

   b. Entrances #2 and #4 have interior structural and spatial limitations that prevent achieving ADA compliance. There is a split stair to the first floor and basement that does not provide room for a platform lift. Because these constraints cannot be corrected from the exterior, a new fully compliant entrance and accessible egress route may be required elsewhere (Keyed note 21).

   c. Entrance #3:

      I. Replace existing double doors with a compliant 36” wide (minimum) single door and sidelight (Keyed Note 1).
      II. Install concrete ramp from sidewalk to top of elevated entry step. (Keyed Note 2)
      III. Provide vertical platform lift at interior stairwell. (Keyed Note 4)

   d. Entrance #5: Reconfigure stairs to incorporate landing and switchback ramp or platform lift.

B. Site Circulation and Accessible Routes

1) Any proposed parking spaces or building additions (stairs, lifts, ramps) extending beyond the existing footprint, must be evaluated in relation to the intended future use of the facility. Existing building setbacks to consider are as follows:

   a. 100’-0+ from the closest front façade surface North 5th Street.
   b. less than 50’-0” from the right façade to the right lot line.
   c. less than 50’-0” from the left façade to the left lot line.

2) Accessible circulation must be comprehensively reconfigured to provide continuous ADA-compliant paths between parking areas, building entrances, and outdoor program areas (playgrounds, courtyard). Existing site topography must be considered when introducing ramps, accessible routes, or parking improvements.

C. Exterior accessibility improvements:

1) Construction of continuous accessible travel surfaces with slip-resistant materials.
2) Installation of compliant curb ramps at transitions between vehicular and pedestrian zones.
3) Development of ADA-compliant parking, including van-accessible spaces, sized and located per code. Refer to Keyed Notes 14 and 16–18 for proposed locations near entrances/exits. Select areas may require retaining walls or grading slopes to achieve compliant slopes.
4) Re-striping and reconfiguration of existing parking areas, including potential expansion into currently paved surfaces (e.g., basketball court and asphalt areas).
5) New concrete ramps, switchback ramps, landings, handrails, and site grading modifications to comply with maximum ramp slope requirements and cross slope limitations at entrances or courtyards.
6) Integrate lifts or ramp systems at changes in elevation along exit routes. Install vertical platform lifts protected by roofing or shed structure (Keyed note 21).
7) Replace windows with egress doors where secondary exits are required.

D. Site programming enhancements include:

1) Development of ADA-compliant playground areas within the courtyard or adjacent lawn space.
2) Relocation of activity areas closer to accessible entrances to minimize travel distance.

3. Interior Considerations and Vertical Access Options

   A. Vertical circulation:

      1) Accessible vertical circulation from the exterior is achievable through the installation of vertical platform lifts at specified existing stairwells as noted in Part 2 “Exterior Accessibility and Site Circulation”.
      2) The locations include the stairwells of Entrances #1 and #3, as well as the stairwell dividing the upper and lower wings.
      3) Based on building configuration and floor-to-floor height, a full passenger elevator is not anticipated to be required.
      4) Final determination shall be validated through detailed code analysis of the building use.
      5) Additional vertical access considerations include:

         a. Establishing areas of refuge at stairwells based on occupant load.
         b. Compliance with headroom, landing, and operational clearances for lift systems.

   B. Existing interior double-door openings at corridors leading to or from entrances must be replaced with a compliant 36” wide (minimum) single door (Keyed note 20).

   C. Existing interior single-door openings generally satisfy minimum ADA width requirements of greater than or equal to 32” clear. However, hardware and operational compliance upgrades are required, including:

      1) Replacement of round doorknobs with lever-style, push/pull, or panic hardware.
      2) Installation of automatic door operators where required opening force exceeds 5 pounds.
      3) Adjustment of door maneuvering clearances where deficient.

   D. Existing interior corridors meet width requirements for accessible routes averaging 8'-0". This adequately accommodates two-way pedestrian traffic. Corridor headroom is compliant, maintaining a minimum clear height of 80”. No modifications to corridor width or vertical clearance are anticipated for ADA reasons.

4. Restroom Accessibility

   A. Existing men’s and women’s restroom facilities located on the lower level are non-compliant with ICC/ANSI A117.1 and ADA requirements. Full renovation and reconfiguration of these restroom facilities is required. Scope of work may include:

      1) Expansion into adjacent spaces to achieve required fixture counts and clearances.
      2) Installation of compliant toilet compartments, including accessible and ambulatory stalls.
      3) Provision of required turning radii (minimum 60-inch diameter).
      4) Installation of accessible lavatories, including knee and toe clearances.
      5) Installation of grab bars in accordance with ADA mounting height and location requirements.
      6) Modification of door locations and swing clearances to meet accessibility standards.
      7) Additional considerations include:

         a. Combining existing restroom areas to increase efficiency and fixture count.
         b. Providing a universal/family ADA restroom where appropriate.
         c. Distributing additional accessible restroom facilities in other parts of the building to serve the future occupancy type.
         d. Adding additional larger group bathrooms and/or multiple single-use facilities.

   B. Existing single-occupant restroom on the upper level near Entrance #4 is also non-compliant and must be fully renovated to meet ADA requirements. Scope of work may include:

      1) Expansion into adjacent spaces to achieve clearances.
      2) Provision of required turning radii.
      3) Installation of grab bars.
      4) Modification of door locations and swing clearances.

C. The quantity and type of restroom facilities required will vary significantly based on the selected occupancy, but all scenarios require multiple ADA-compliant restrooms distributed throughout the building. As a result, the final design must incorporate an appropriate mix of single-user ADA restrooms and larger multi-user facilities to meet both code requirements and functional needs. For example:

1) Educational uses (childcare or school) typically require separate male and female student restrooms, along with additional accommodations such as staff, nurse, and infant/toddler facilities.
2) Residential or mixed-use occupancies require private in-unit bathrooms supplemented by accessible common restrooms in shared areas.
3) Group living or community-based uses require a combination of shared accessible restrooms and dedicated staff facilities.

5. Future Use and Building Configuration Flexibility

The existing building configuration supports both single-occupancy and mixed-use adaptive reuse scenarios through functional subdivision into multiple independent sections. The building can be efficiently divided into two (upper and lower level) or three primary sections based on existing layout and circulation. Three sections are explored in this study. Refer to sheet GA2.0 for further information.

A. Section 1: Approximately 3,055 SF

B. Section 2: Approximately 1,950 SF

C. Section 3: Approximately 4,980 SF

(Areas reflect usable square footage as identified in the plan)

This separation aligns with existing corridor organization and structural layout, allowing each section to function with relative independence. Under a mixed-use approach, each section may be assigned a distinct occupancy type (i.e. childcare, administrative, residential support services) under the conditions that each section provides:

A. Independent or shared compliant accessible entrances (upgrading Entrances #1, #3, and #5 with compliant doors, ramps, and lifts).

B. Providing dedicated ADA egress routes from corridors at the rear of the building.

C. Converting a window at the end of a long corridor into an exit door to meet egress requirements.

D. Incorporating stair/ramp or lift combinations where needed to ensure each section has independent, accessible ingress and egress.

E. Upgraded or new code-compliant means of egress.

F. Dedicated ADA-compliant restroom facilities in each facility (Keyed note 5).

G. Proper fire separation where required by code.

This multi-section configuration provides flexibility for:

A. Phased occupancy (reduced renovation costs).

B. Tenant separation (programmatic zoning).

C. Improving operational efficiency.

D. Allowing incremental upgrades aligned with funding or occupancy demand.

In summary, achieving ADA compliance and supporting the adaptive reuse of the Clearview Elementary School will require a coordinated series of architectural and site improvements. These include establishing at least one fully compliant accessible entrance, with additional accessible

points of entry where necessary, and reconfiguring site circulation to provide continuous, compliant routes between parking, entrances, and outdoor program areas. Parking areas must be upgraded and expanded as needed to meet ADA and occupancy-based requirements, including the provision of appropriately located accessible and van-accessible spaces. Within the building, vertical accessibility can be addressed through the installation of platform lifts at key level changes, while interior elements such as doors and hardware must be modified to meet current accessibility standards. Existing restroom facilities will require comprehensive renovation to achieve full compliance with ADA and ICC/ANSI criteria. Finally, accessible means of egress and associated life safety improvements must be fully integrated into the design, ensuring that all occupants can safely and independently enter, navigate, and exit the building.

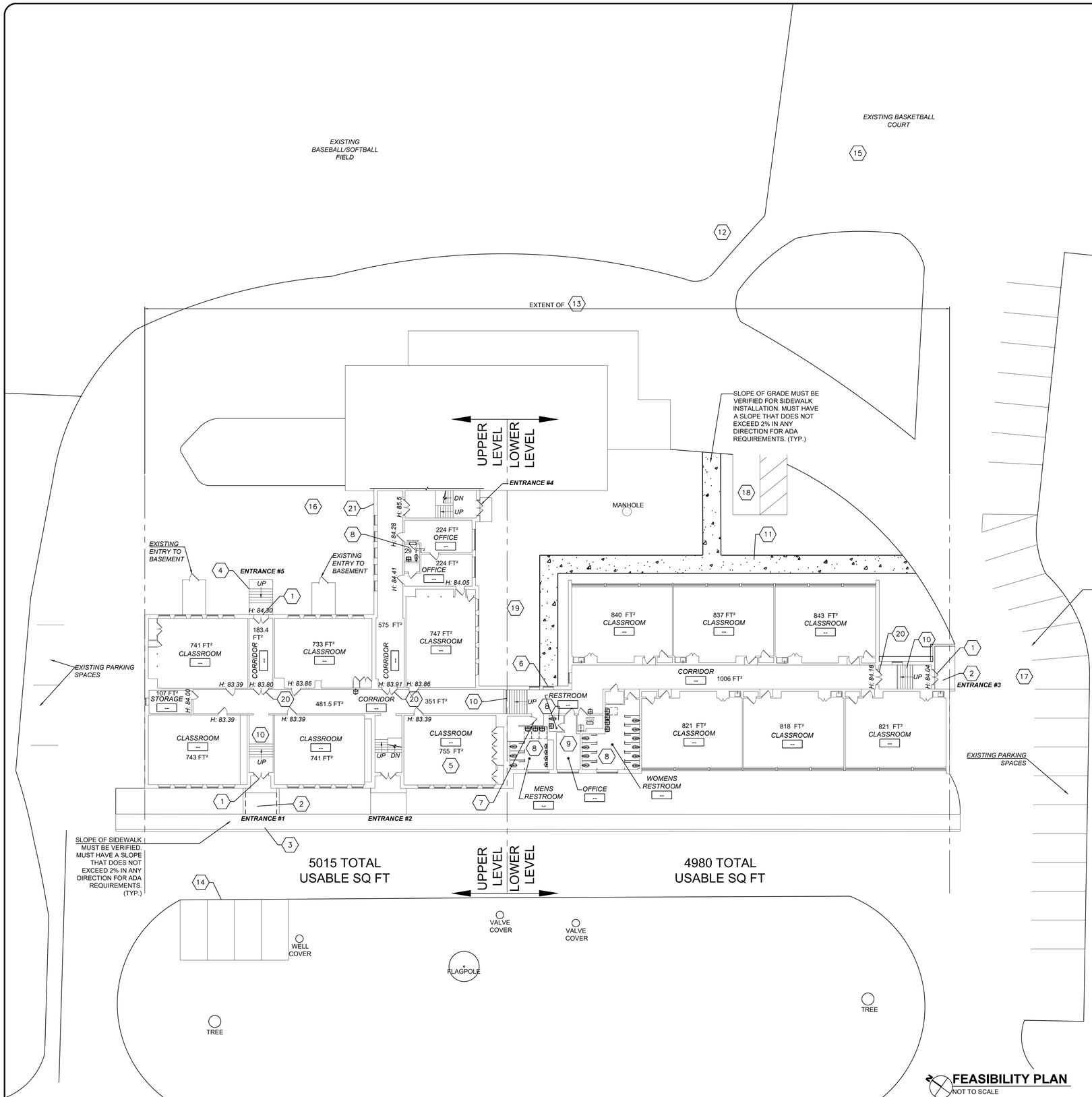
Sincerely,

Robert A. Sarnowski

Robert A. Sarnowski, CCCA
Project Manager
Project Management & Construction Services

Attachments

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FEASIBILITY PLAN
NOT TO SCALE

PROPOSED KEYED NOTES

MARK	NOTE
1	REPLACE DOUBLE DOOR WITH SINGLE 3-0 OR LARGER AND SIDELIGHT
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GENERAL OCCUPATION NOTES - ZONE R-2

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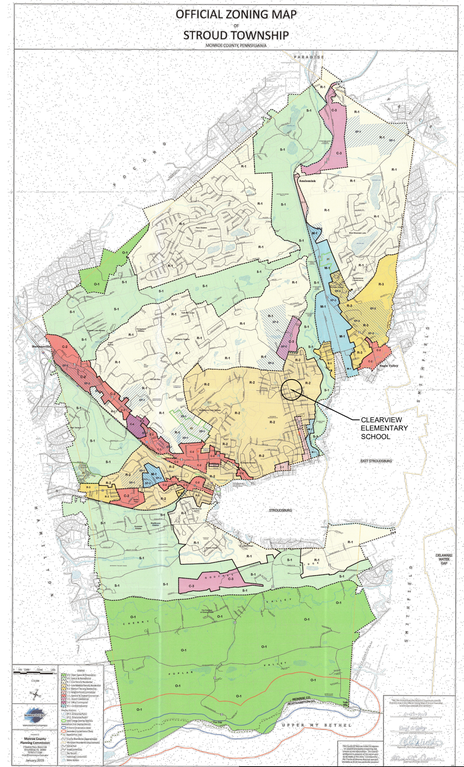
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OFFICIAL ZONING MAP
OF
STROUD TOWNSHIP
MONROE COUNTY, PENNSYLVANIA



Owner Review - Not for Construction 06/03/2026

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS FOR THE ENTIRE PROJECT BEFORE PROCEEDING WITH THE WORK.

REVISIONS	DATE	BY

BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
610.398.0904
barryisett.com

SINGLE-OCCUPANT ADA FEASIBILITY PLAN

CLEARVIEW ELEMENTARY SCHOOL FEASIBILITY STUDY
2000 N 5TH ST. STROUDSBURG, PA 18360
ARLINGTON HEIGHTS, MONROE COUNTY

DATE: 05/11/2026	DSGN: RKG
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DRAWN: RPK	APPRD:
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SLOPE OF GRADE MUST BE VERIFIED FOR SIDEWALK INSTALLATION. MUST HAVE A SLOPE THAT DOES NOT EXCEED 2% IN ANY DIRECTION FOR ADA REQUIREMENTS. (TYP.)

UPPER LEVEL
LOWER LEVEL

ENTRANCE #4

REPLACE STAIRS WITH STAIR/RAMP OR STAIR/PLATFORM LIFT COMBINATION. WINDING/SWITCHBACK RAMP MAY BE REQUIRED TO SATISFY .25:12 SLOPE FOR 48'-0". ENTRY DOOR ELEVATED 48" ABOVE GRADE.

REPLACE WINDOW WITH 36"+ WIDE EGRESS DOOR FOR SECONDARY EGRESS AT REAR OF SECTION 3. ENTRANCE #3 DOES NOT INDEPENDENTLY MEET EGRESS REQUIREMENTS FOR THIS SQUARE FOOTAGE.

MANHOLE

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EXISTING ENTRY TO BASEMENT

ENTRANCE #5

EXISTING ENTRY TO BASEMENT

EXISTING PARKING SPACES

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183.4 FT² CORRIDOR
733 FT² CLASSROOM
107 FT² STORAGE
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ENTRANCE #1

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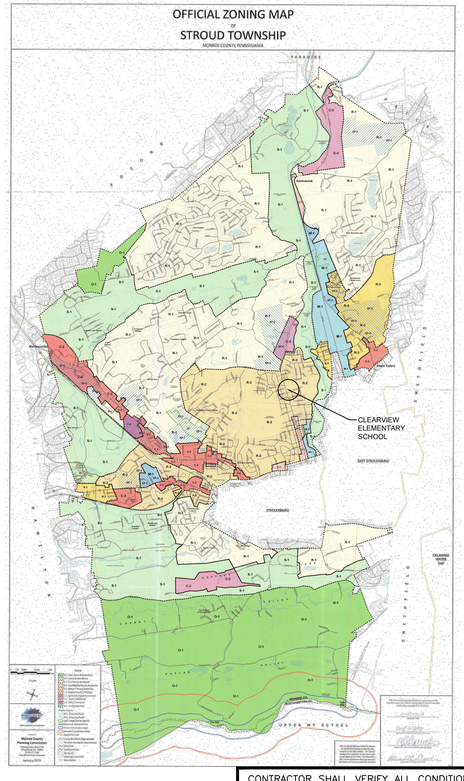
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WELL COVER
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MIXED-USE FEASIBILITY PLAN
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BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
610.398.0904
barryisett.com

PROPOSED MIXED-USE ADA FEASIBILITY PLAN

CLEARVIEW ELEMENTARY SCHOOL FEASIBILITY STUDY
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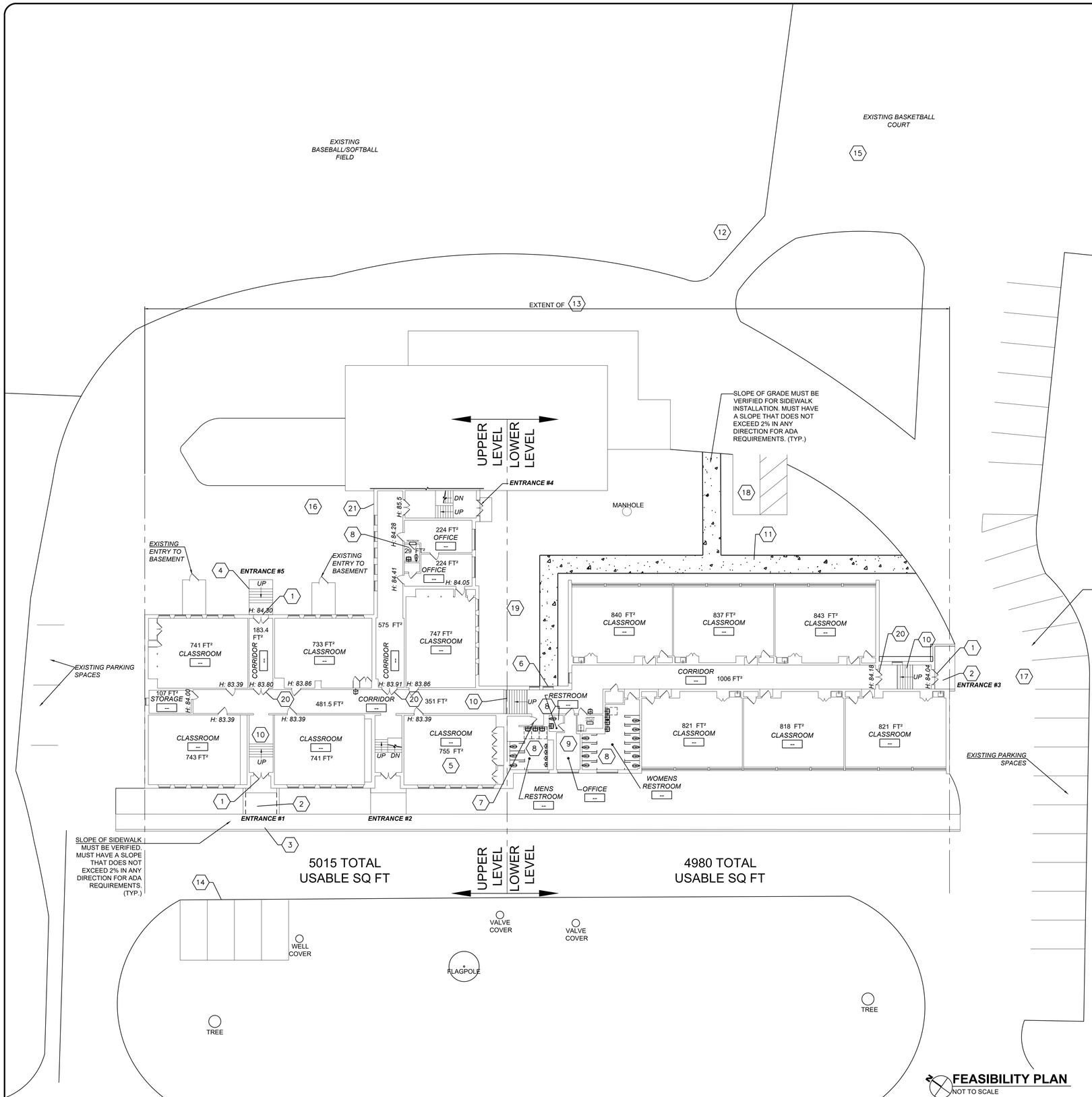
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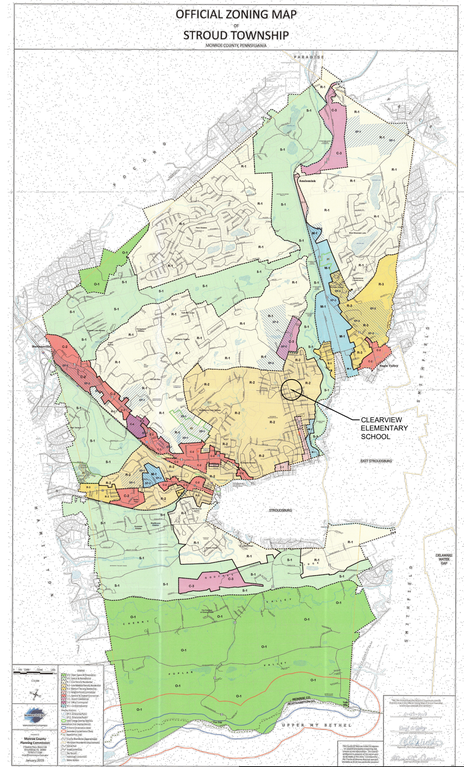
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BARRY ISETT & associates INC
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610.398.0904
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SINGLE-OCCUPANT ADA FEASIBILITY PLAN

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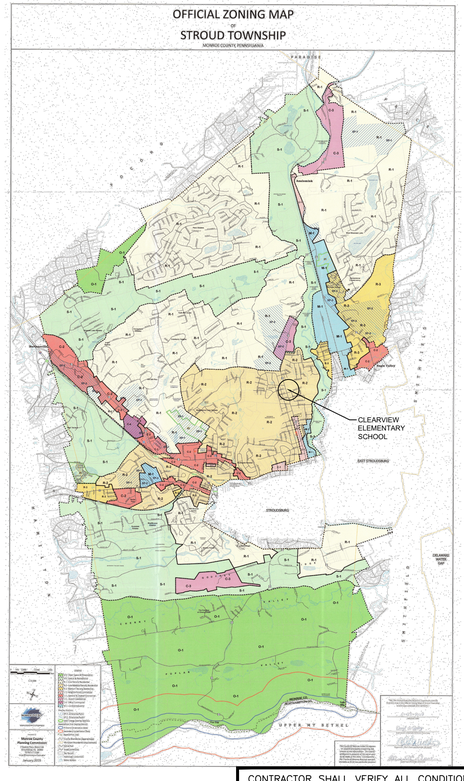
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MIXED-USE FEASIBILITY PLAN
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PROPOSED MIXED-USE ADA FEASIBILITY PLAN

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BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 610.481.9098
barryisett.com

July 6, 2026
Project # P6321726.000

Mr. Nathan Strouse
Director of Facilities
Stroudsburg Area School District
Administration Building
123 Linden Street
Stroudsburg, PA 18360

Sent via DocuSign to nstrouse@sburg.org

RE: CLEARVIEW ELEMENTARY SCHOOL – PHYSICAL NEEDS ASSESSMENT
2000 N. 5th Street, Stroud Township, Monroe County, Pennsylvania 18360

Dear Mr. Strouse:

Barry Isett & Associates, Inc. (Isett) appreciates the opportunity to provide this proposal for a Physical Needs Assessment (PNA) for the above-referenced property. This proposal is based on recent communication between you and Robert Sarnowski of our firm.

PROJECT UNDERSTANDING

Isett understands that the subject property consists of approximately 6.0 acres and includes a 37,258 square foot (SF), multi-wing, split-level structure constructed in 1940. The structure is not currently occupied and previously served as an elementary school.

The purpose of the PNA is to better understand existing deficiencies and to identify the various building systems and current condition; estimate the expected remaining useful life of the building systems, where appropriate; and identify building system components of the facility that will need repair or to be replaced in the immediate timeframe (1 year), short-term (5 years), and long-term (10 years). Assessment of exterior site improvements such as parking lots and stormwater drainage and interior cosmetic finishes were declined.

SCOPE OF SERVICES

The PNA shall be performed in accordance with *ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process* as follows:

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1. Perform a review of readily-available private and public documents to augment a walk-through survey and to assist in the understanding of the subject property and identification of physical deficiencies. Typical documents include:
   a. Drawings and specifications (as-built or construction)
   b. Certificate of occupancy
   c. Safety inspection records
   d. Warranty information (e.g. roofing, boiler, chiller, cooling tower, etc.)
   e. Records indicating the age of material building systems (e.g. roofing, paving, plumbing, heating, air conditioning, electrical, etc.)
   f. Historical costs incurred for repairs, improvements, recurring replacements, etc.
   g. Pending proposals or executed contracts for material repairs or improvements
   h. Outstanding citations for building, fire, and zoning code violations (A Right-to-Know request is filed with the local authority having jurisdiction to obtain this information.)
   i. Previously-prepared property condition reports or studies pertaining to any aspect of the subject property's physical condition

2. Conduct interviews with appropriate personnel to augment a walk-through survey and to assist in the understanding of the subject property and identification of physical deficiencies. A pre-survey questionnaire will be provided to the Client.

3. Perform a walk-through survey of the subject property to observe material systems and components and identify physical deficiencies and any unusual features. The survey will include, to the extent feasible:
   a. Structural frame
   b. Building façade and envelope
   c. Roofing
   d. Mechanical, electrical, and plumbing systems
   e. Vertical transportation, if applicable (review of current inspection certificate and cab condition only; assessment of service history and equipment can be provided at additional cost)
   f. Life safety/fire protection systems

   Note: The assessments described above will not include any removal or testing of building materials or operation of equipment and will be based solely on visual evidence readily accessible during the walk-through. If access to the roof is not readily accessible, adequate means/method shall be provided by Client.

4. Prepare Opinion of Probable Costs for the suggested remedy of the material physical deficiencies observed that are greater than $5,000.00 to assist in developing a general understanding of the physical condition of the subject property and long-term equipment replacement needs. We will prepare an Opinion of Probable Costs for immediate timeframe (1 year), short-term (5 years), and long-term (10 years).

5. Prepare a Physical Needs Report (PNR) for the subject property outlining the findings of the document review, interviews, walk-through survey, and opinion of probable costs organized as follows:

Docusign Envelope ID: 42F29644-F1FA-8E5D-8068-7E5D13E0B734

a. Executive Summary
   (1) General Description
   (2) General Physical Condition
   (3) Opinion of Probable Costs
   (4) Deviations from the Guide
   (5) Recommendations
b. Purpose and Scope
c. System Descriptions and Observations
d. Additional Considerations
e. Document Review and Interviews, including Right-to-Know Response
f. Opinion of Probable Costs to Remedy Physical Deficiencies and for Replacement of Equipment greater than $5,000.00
g. Out-of-Scope Considerations
h. Qualifications
i. Limiting Conditions
j. Exhibits
   (1) Photographs

COMPENSATION

Based upon the Project Understanding and Scope of Services outlined above, our fees are presented below and shall be billed monthly in accordance with the percentage of tasks completed.

1. Structural, Building Envelope, Roof		$ 6,900.00
2. Mechanical, Electrical, Plumbing		$ 5,000.00
3. Opinion of Probable Costing		$ 1,500.00
	Total	**$13,400.00**

Note: Credit card payments incur a 3% processing fee. Isett also accepts ACH and check payments.

SCHEDULE

Upon receipt of a signed authorization and a completed Pre-Survey Questionnaire, Isett will schedule the site survey. The PNA can typically be completed in approximately 4 weeks. This schedule is contingent upon receiving timely access to the subject property, favorable weather, interview information, and readily available documents from the Client and municipality. The Right-to-Know request response can take up to 30 days.

EXCLUSIONS

1. Production of a “Key Plan of Deficiencies” to visually represent findings.

2. Attendance at meetings to review findings.

3. When project work is suspended for more than 6 months, fees will be renegotiated. The fee listed above is based upon our portion of the work being completed by end of the current calendar year. Should the project be extended through no fault of Isett, we reserve the right to renegotiate the remaining services.

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4. Digital information generated in the process of developing the PNR for this project is for use only in preparing said PNR. Release of digital information to anyone not party to this agreement without prior, fair compensation constitutes a transfer of full liability to the releasing party.

5. See attached "Exclusions from ASTM E2018-15" for items excluded within the *ASTM E2018-15 Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process.*

Prior to performing any work that is outside the scope of the work of this agreement, Isett will provide an estimate of the additional cost based on the attached hourly rate schedule and will obtain approval from Client.

The attached standard contract terms and conditions shall be made a part of this agreement.

If, after you have reviewed this proposal, you are satisfied with the terms, please sign and return it to us with the completed pre-survey questionnaire, as it will serve as our agreement for this work. If work authorization is not approved, there is no obligation for Isett to complete the work. This proposal is valid for 60 days from date of issuance.

We appreciate the opportunity to serve you and look forward to the successful completion of this work.

Sincerely,

Robert A. Sarnowski

Robert A. Sarnowski, CCCA
Project Manager
Project Management & Construction Services

Attachments

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Docusign Envelope ID: 42F29644-F1FA-8E5D-8068-7E5D13E0B734

EXCLUSIONS FROM ASTM E2018-15

1. Preparing engineering calculations (civil, structural, mechanical, electrical, etc.) to determine any systems, components, or equipment's adequacy or compliance with any specific or commonly-accepted design requirements or building codes, or preparing design or specifications to remedy a physical deficiency.

2. Taking measurements or quantities to establish or confirm any information or representations provided by the owner, such as size and dimensions of the subject property or subject building; any legal encumbrances, such as easements; dwelling unit count and mix; building property-line setbacks or elevations; number and size of parking spaces.

1. Reporting on the presence or absence of pests, such as wood-damaging organisms, rodents, or insects. Isett is not responsible for determining the treatment or remediation, determining the extent of infestation, nor providing opinions of probable costs for treatment or remediation.

2. Reporting on the condition of subterranean conditions, such as underground utilities, separate sewage disposal systems, or wells.

3. Entering or accessing any area of the premises deemed to pose a threat of dangerous or adverse conditions with respect to the field observer, such as crawl spaces, vaults, tunnels, or sloped roofs.

4. Performing flood plain research or base flood-elevation determination.

5. Accessing any area that may damage or impair the physical integrity of the property, any system, or component.

6. Providing an opinion on the condition of any system or component that is shut down, or whose operation by the field observer may increase significantly the registered electrical-demand load; however, the consultant is to provide an opinion of its physical condition to the extent reasonably possible considering its age, obvious condition, manufacturer, etc.

7. Evaluating acoustical or insulating characteristics of systems or components.

8. Evaluation of or opining on the presence of hidden or latent water or moisture that may exist in roof, ceiling, or walls.

9. Providing an opinion on matters regarding security of the subject property and protection of its occupants or users from unauthorized access.

10. Operating or witnessing the operation of lighting or other systems typically controlled by time clocks or that are normally operated by the building's operation staff or service companies.

11. Providing an environmental assessment or opinion on the presence of any environmental issues, such as asbestos, hazardous wastes, or toxic materials.

12. Performing an Americans with Disabilities Act (ADA) accessibility review.

13. Performing code reviews and/or assessment of fire and panic code compliance.

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BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS
525 Main Street, Suite 200, Stroudsburg, PA 18360
272.200.2050 610.481.9098
barryisett.com

Date:

Property Address: 2000 N. 5th Street, Stroudsburg, PA 18360
Municipality: Stroud Township
County: Monroe County
Property Maintenance Manager:
Phone:
Email:

Pre-Survey Questionnaire: Building History Section

Please provide the following information to facilitate the Building Envelope Assessment:

1. What is the existing roofing material?

2. When was the last time the roof was replaced?

3. Please provide a copy of the roof warranty/repair history of the roof.

4. What are the existing exterior wall materials?

5. When were the existing windows installed?

6. Have there been any structural repairs/modifications to the exterior of the building? If so, please describe and provide detailed information.

7. Is there any previous water infiltration into the building from the roof, walls, windows, foundation walls, or other envelope systems? If so, please describe and provide detailed information.

ASCE/SEI 30-14 Pre-Survey Questionnaire

To be completed by the building owner's facility representative

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8. Has a Building Envelope Assessment ever been performed on the subject building? If so, please provide a copy of the Assessment Report.

9. Have there been any upgrades, alterations, or deficiencies to the building envelope that are not mentioned above? Please explain.

During the site visit, we will require the following (if access is not permitted, observations will be limited to what is available):

☐ Access to all spaces
☐ Roof access, if a flat or low slope roof
☐ Access to building common areas
☐ A maintenance or facility manager on-site to assist with access if required

Thank you for your assistance in providing Barry Isett & Associates, Inc. with access to the property and pertinent documentation. Please email this information to your Barry Isett & Associates contact or fax the completed Questionnaire to 610.481.9098.

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Signature and Billing Page

Proposal Acceptance

Nathan Strouse	Supervisor of Operations	Nathan Strouse	July 6, 2026
Printed Name	Title	Signature	Date

Customer Billing Information

Billing Contact Name — Email

Billing Address

PO#

Office Phone — Direct Phone — PO #, if applicable

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BARRY ISETT & associates INC
MULTI-DISCIPLINE ENGINEERS AND CONSULTANTS

	I	II	III	IV
Project Management	$160	$195	$215	$235
Assistant Project Manager	$140			
DESIGN				
Professional Engineer	$160	$195	$215	$235
Staff Engineer/Designer	$140	$160	$195	$205
CAD Drafter	$100	$120		
GIS Specialist/Analyst	$100	$130	$140	$160
Registered Landscape Architect	$140	$160	$195	$225
Landscape Design	$100	$120	$140	$150
FIELD				
Professional Forensic Engineer	$200	$220	$240	$260
Forensic Staff Engineer/Designer	$140	$160	$195	$205
Forensic Specialist	$100	$120	$140	$160
Professional Geotech/Engineer	$160	$195	$215	$235
Geotechnical Staff	$140	$160	$195	$205
Geotechnical Technician	$85	$100	$120	$140
Professional Geologist/Scientist	$160	$195	$215	$235
Staff Geologist/Scientist	$140	$160	$195	$205
Professional Surveyor	$160	$195	$215	$235
Survey Specialist	$100	$120	$140	$160
Survey Technician	$85	$100	$120	$140
Construction Observer	$100	$120	$160	$185
CMT Field Technician/Special (ICC) Inspections	$85		$125	
Master Code Professional	$235			
Survey Crew	$225			
Emergency Response (One-Person)	$365*			
Grants Specialist	$140			
Assistant/Clerk	$85		$100	

*BILLED IN 4-HOUR INCREMENTS, WHERE NOTED

NOTE: The cost of reimbursable expenses that are in addition to the basic services will be itemized separately. Reimbursable expenses include mileage; priority/express mail and packages; preparation of materials for electronic transfer; hand delivery of materials; reproductions; prints; and any additional insurance coverage or limits (including professional liability insurance) requested in **excess** of that normally carried.

Costs relating to any outside services contracted directly by Isett will be passed on to the client and may have up to a 15% service charge.

When related to a project, the following rates will be charged for reimbursable expenses:

Listed prices are for black and white prints only (additional charge for color prints).

Photocopies	$0.18 per sheet	Large Format Scans	$0.45 per square foot
Large Format Copies	$0.35 per square foot	Large Format Plotting (dwg's)	$0.60 per square foot
Large Format Plotting (tiff, cal, plt, pdf, jpeg)	$0.40 per square foot		

Above rates are subject to change if conditions warrant. Reimbursables subject to Sales Tax.

Effective 1/1/2026

Fee Schedule

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STANDARD CONTRACT TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES
1.1 Engineer agrees to provide those professional services as agreed to in the scope of services.

2. RESTRICTIONS ON USE OF DOCUMENTS
2.1 It is understood that the drawing(s) rendered under this agreement will be prepared in accordance with the agreed scope and will pertain only to the subject project. Use of the drawings, information or data contained therein for other purposes is at user's sole risk and responsibility.
2.2 Client agrees that all documentation including drawings and other work Engineer furnished to Client or Client's agents which Engineer does not receive compensation for under the terms of this agreement shall remain Engineer's property and shall be returned upon demand and shall not be used for any purpose whatsoever.
2.3 Plans, CADD disks, and specifications, as instruments of service, are and shall remain the property of Engineer, whether the project for which they are intended is executed or not. The plans, CADD disks and specifications shall not be used by Client on other projects, for additions to this project, or for completion of this project by others, except by agreement in writing with the appropriate compensation to Engineer, provided Engineer is not in default under this agreement.

3. STANDARD OF CARE
3.1 Services performed by Engineer under the agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession practicing under similar circumstances in the same or similar locality.

4. OBSERVATION SERVICES
4.1 If required under the scope of services Engineer will provide personnel to observe and report on specific aspects or phases of construction in accordance with the agreed scope of services. Engineer's services do not include supervision or direction of the actual work of Contractor, Contractor's employees, agents, or subcontractors. Client agrees to notify Contractor accordingly. Client shall also inform Contractor that neither the presence of Engineer's field representative nor the observation by Engineer shall excuse Contractor for defects or omissions in Contractor's work.
4.2 It is understood that Engineer shall not be held responsible for any errors or omissions on the part of Contractor, including but not limited to Contractor's failure to adhere to the plans and specifications, regardless of whether or not Engineer is performing observation services. This provision shall be included in the contract between Client and Contractor.
4.3 It is understood that Contractor shall be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and that these requirements shall apply continuously and not be limited to normal working hours. Any monitoring of Contractor's performance conducted by Engineer excludes review of the adequacy of Contractor's safety measures in, on or near the construction site.
4.4 Engineer shall not be held responsible for Contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970, and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.
4.5 It is understood that if Engineer's scope of services does not include observation services, then Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and Client waives any claims against Engineer that may in any way be connected thereto. Client agrees to the fullest extent permitted by law to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defenses costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustment or changes made to the Contract Documents to reflect changed field or other conditions.

5. TERMINATION, SUSPENSION
5.1 This agreement may be terminated by either party upon written notice. In the event of termination, Engineer shall be paid for services performed to the termination date plus reasonable termination expenses.
5.2 In the event of termination or suspension for more than three (3) months, prior to completion of all services contemplated by the agreement, Engineer may complete such analysis and records as are necessary to complete the files and may also complete a report on the services performed on the date of notice of termination or suspension. The expenses of termination or suspension shall include all costs of Engineer in reporting, completed data, completing such analysis, records, and reports.
5.3 Client shall make no request of Engineer that, in Engineer's reasonable opinion, would be contrary to Engineer's professional responsibilities to protect the public. Client shall take all actions and render all reports required of Client in a timely manner. Should Client fail to do so, Client agrees Engineer has the right to exercise its professional judgment in reporting to public officials. Client agrees to take no action against or attempt to hold Engineer liable in any way for carrying out what Engineer reasonably believes to be its public responsibility. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Engineer, its officers, directors, employees and subconsultants against all damages, liabilities or costs arising out of or in any way connected with Engineer's notifying or failing to notify appropriate public officials.

6. INVOICES, PAYMENTS
6.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client agrees to pay a service charge of one and one-half (1-1/2) percent per month (18% per annum) or fraction thereof on past due payments under this agreement. If an invoice remains unpaid for more than sixty (60) days Engineer, reserves the right to pursue all appropriate remedies including stopping work and retaining all drawings without recourse.
6.2 Payment to Engineer is a material consideration of this agreement. Therefore, Engineer has a right to suspend services for non-payment. Engineer shall not be liable, nor in any way be responsible for damages, delays or increased costs that may occur as a result of Engineer's suspension of services. Client shall hold harmless, indemnify, and defend Engineer for claims that arise due to any suspension.
6.3 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement Engineer shall be reimbursed by Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7. DISPUTES
7.1 In the event that Client institutes suit or arbitration against Engineer for any alleged error, omission, negligence, or failure to perform, and if such suit or arbitration is dropped or dismissed, or if judgment is rendered for Engineer, Client agrees to reimburse Engineer or pay any and all costs and any and all other expense of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of Engineer.

8. WARRANTY OF AUTHORITY TO SIGN
8.1 The person signing this contract warrants they have authority to sign as, or on behalf of, Client for whom or for whose benefit that Engineer's services are rendered, and also that, if Client is a corporation, that the person signing this contract shall be personally liable, if necessary, for all monies owed under this agreement. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.
8.2 If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Engineer to proceed with services, then Client shall be deemed to have accepted the terms of the proposal and these Standard Terms and Conditions.

9. CHOICE OF LAW
9.1 This contract shall be construed in accordance with the laws of the Commonwealth of PA.

10. SEVERABILITY
10.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

11. REMEDY
11.1 If the services performed by Engineer are faulty, Client's exclusive remedy shall be for Engineer to re-perform such services to the extent necessary to correct the fault therein without charge to Client or damages limited to those amounts set forth in Warranty, Liability, and Indemnification.
11.2 All claims, disputes, and other matters in question between Engineer and Client, not in excess of $200,000, arising out or for relating to the contract documents or the breach thereof, shall be resolved as follows:
11.3 A written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, shall be submitted to "Judicate Headquartered in Philadelphia." The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved by mediation, the matter shall then be submitted to arbitration in accordance with paragraph 11.5.
11.4 No mediation, arbitration, arising out of or relating to this agreement, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this agreement except by written consent containing a specific reference to this agreement, and signed by Engineer, Client, and any other person sought to be joined. Any consent to mediation, arbitration involving an additional person or persons shall not constitute consent to mediation, arbitration of any dispute not described herein. This agreement to mediate, arbitrate (and any agreement to mediate, arbitrate) with an additional person or persons duly consented to by the parties to this agreement shall be specifically enforceable under the prevailing mediation, arbitration law.
11.5 Any dispute between the parties that is to be resolved by arbitration shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect. Any such arbitration shall be held and conducted in Trexlertown, PA. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. VALIDITY
12.1 It is understood that this agreement is valid for a period of sixty (60) days after which time, if it is not rejected by Client, Engineer reserves the right to revise or withdraw this agreement.

13. CHANGES IN THE WORK
13.1 The stated total fee constitutes Engineer's estimate of the effort required to complete the project as understood by Engineer. Facts developed after initial planning may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, the fee and schedule shall be equitably adjusted.
13.2 Client acknowledges that no amount of site investigation or design can anticipate every potential cost issue and that changes occur on every project. Accordingly, Client shall include a reasonable contingency in its construction budget for unforeseen conditions, imperfect documents, requirements of authorities having jurisdiction, and Client's own changes. Client further agrees to make no claim by way of direct or third-party action against Engineer or its subconsultants for any increased costs within the contingency because of such changes or because of any Contractor claims relating to such changes.
13.3 Engineer shall not be responsible for the cost or expense of constructing or adding a component or item mistakenly left out of the Construction Documents to the extent such component or item would have been required and included in the original Construction Documents and therefore would have been part of Contractor's bid or proposal. In no event will Engineer be responsible for any cost or expense that provides betterment or upgrades or enhances the Project.

14. WARRANTY, LIABILITY, AND INDEMNIFICATION
14.1 Engineer's liability for damages due to error, omission or professional negligence shall be limited to an amount not to exceed $50,000 or Engineer's fee, whichever is less. If Client prefers not to limit Engineer's professional liability to this sum, Engineer will waive this limitation upon Client's request if Client agrees to pay an additional consideration for this waiver, prior to commencement of services.
14.2 For any Project related claim, demand, or suit action asserted by any party other than Client related to Engineer's alleged act or error, omission, negligence, carelessness, or breach of duty, contractual or otherwise, Client agrees at Client's sole cost and expense to indemnify, defend and hold harmless Engineer, its subsidiaries, affiliates, officers, employees, and consultants or such other who may have assisted Engineer in rendering its services in connection with the project from and against, all claims, liabilities, costs, and expenses, including but not limited to reasonable attorney's fees and other costs and expenses suffered, sustained or required to be paid by Engineer. In the event Client is required to defend Engineer per this section, Engineer shall have the right to choose its own counsel.
14.3 Client agrees to be entirely liable for providing any/all contractors working on this project with the latest revisions of all plans.
14.4 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Engineer, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

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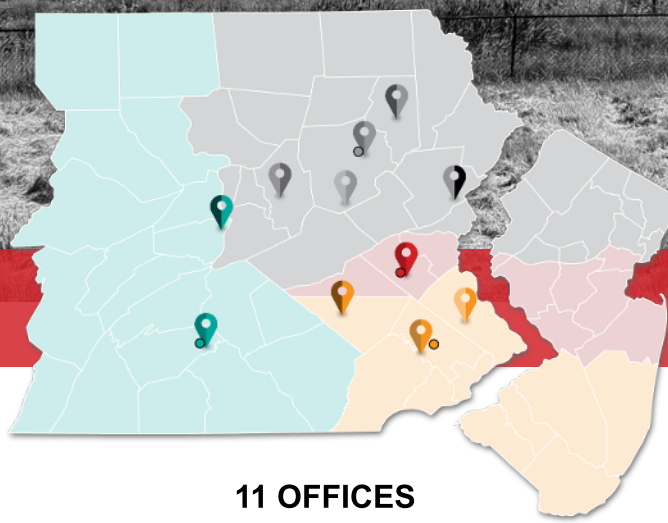
barryisett.com

BARRY ISETT & associates INC

DESIGN FIELD PUBLIC



EXPERTISE



- **Project Management & Construction Services**
- **Civil Land Development**
- **Structural Engineering**
- **Mechanical / Electrical / Plumbing Engineering & Fire Protection**
- **Forensic Building Investigation**
- **Environmental Consulting**
- **Geotechnical Engineering**
- **Construction Materials Testing**
- **Survey**
- **Code Inspection & Plan Review**
- **Municipal Engineering Services**
  General Municipal | Transportation | MS4 | Water & Wastewater
- **Landscape Architecture**
- **Grants Management**

11 OFFICES

HEADQUARTERS
- **Allentown** | 610.398.0904

SOUTHEAST
- **Wyomissing** | 484.346.7640
- **Phoenixville** | 610.935.2175
- **Furlong** | 267.454.2260

CENTRAL
- **Mechanicsburg** | 717.795.8575
- **Selinsgrove** | 717.795.8575

NORTHEAST
- **Bloomsburg** | 570.455.2999
- **Hazleton** | 570.455.2999
- **Wilkes-Barre** | 570.285.8200
- **Olyphant** | 570.497.8360
- **Stroudsburg** | 272.200.2050

4 CONSTRUCTION MATERIALS TESTING LABS

- **Lehigh Valley**
- **Southeast PA**
- **Central PA**
- **Northeast PA**

SITELOGIQ ENERGY SERVICES, INC.
GUARANTEED ENERGY SERVICES AGREEMENT

This Guaranteed Energy Services Agreement (the "Agreement") is made and entered into as of October 16, 2025, by and between Reynolds Energy Services, Inc. d/b/a SitelogIQ Energy Services, Inc. ("SES"), having its principal offices at 3300 North 3rd Street, Harrisburg, PA 17110, and Sample School District ("Customer") with its principal offices at , Harrisburg, PA 17110, for the purpose of the sale and installation of certain energy saving measures and equipment, described in Schedule A, and providing other services designed to save energy for the Customer's property and building(s), known as the "Premises."

Site Name	Site Address
Headquarters	3300 N. Third Street

RECITALS

WHEREAS, Customer owns and operates the Premises, and is in need of energy saving measures and equipment and service designed to save energy and associated energy costs at said Premises; and

WHEREAS, SES has made an assessment of the energy consumption characteristics of the Premises and existing Equipment described in Schedule E, which Customer has approved; and

WHEREAS, Customer desires to retain SES to procure, install, implement, maintain and monitor such energy efficiency measures ("EEMs") of the type or class described in Schedule A, attached hereto and made part hereof and to provide other services for the purpose of achieving energy cost reductions within Premises, as more fully set forth herein; and

WHEREAS, Customer desires to compensate SES for its services based upon the value of energy, operational, and capital savings that are obtained; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and SES hereto covenant and agree as follows:

SECTION 1 - ENERGY MANAGEMENT PLAN

Schedules, Exhibits and Appendices: SES has prepared, based on information provided to SES, and Customer has approved and accepted the Schedules as set forth below, copies of which are attached hereto (or will be as provided for in the Agreement), and made a part of this Agreement by reference.

Schedules

Schedule A	Scope of Work
Schedule B	Project Costs and Cash Flow Analysis
Schedule C	Guaranteed Energy Savings
Schedule D	Compensation to SES
Schedule E	Baseline Energy Consumption
Schedule F	Measurement and Verification Methodologies
Schedule G	Construction and Installation Schedule
Schedule H	Start-Up and Commissioning
Schedule I	Standards of Comfort
Schedule J	Maintenance Responsibilities

Exhibits

Exhibit I	Performance Bond/Construction Bond for Construction
Exhibit II	Certificate of Acceptance—Installed Equipment
Exhibit III	Certificates of Insurance (Referenced in Agreement

SECTION 2 - ENERGY USAGE RECORDS AND DATA

SAMPLE

Customer has furnished, shall furnish, or shall cause its energy suppliers to furnish to SES, all of its available records and data concerning energy usage and energy-related maintenance for the Premises, including the following data for the most current twelve (12) month period; utility records; occupancy information; descriptions of any changes in the building structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Premises; bills and records relating to maintenance of energy-related equipment, and a description of energy management procedures presently utilized. If requested, Customer shall also provide any prior energy audits of the Premises, and copies of Customer's financial statements and records related to energy usage and operations for said twelve (12) month period at said Premises, and shall make agents and employees familiar with such records available for consultations and discussions with SES.

SECTION 3 - COMMENCEMENT DATE AND TERMS; INTERIM PERIOD

3.1 **Commencement Date:**- The Commencement Date of the savings guarantee period shall be the first day of the fiscal quarter following the month in which the later of the following occurs: (i) SES has installed and commenced operating all of the Equipment specified in Schedule A and in accordance with the provisions of Section 6 and Schedule H; and (ii) Customer has provided SES with a signed Certificate of Acceptance – Installed Equipment as specified in Exhibit II. If there are multiple scopes of work or phases for a project added through a subsequent amendment to this Agreement, there will be multiple Commencement Dates.

3.2 **Term of Agreement; Interim Period** - Subject to the following sentence, the term of the Savings Guarantee Agreement shall be twenty (20) years measured beginning with the Commencement Date. Nonetheless, the Agreement shall be effective and binding upon the parties immediately upon the "Effective Date." The Effective Date is the date this Agreement is sent to SES after it has been fully executed by Customer and SES. The period between the Effective Date and the Commencement Date shall be known as the "Interim Period". All energy savings achieved during the Interim Period will be fully credited to Customer.

SECTION 4 - PAYMENTS TO SES

4.1 **Energy Savings Guarantee:** SES has formulated and, subject to the adjustments provided for in Section 15, has guaranteed the annual level of energy, operations and avoided capital cost savings to be achieved as a result of the installation and operation of the Equipment and other energy saving measures provided for in this Agreement ("Energy Savings Guarantee"). The Energy Savings Guarantee is set forth in annual increments for the term of the Agreement as specified in Schedule C and has been structured by SES so as to be sufficient to cover any and all annual payments required to be made by the Customer as set forth in Schedule D**.**

4.2 **Annual Review and Reimbursement/Reconciliation:** If at the end of any year during the guarantee period as specified in Schedule C, SES has failed to achieve the annual Energy Savings Guarantee specified in Schedule C, upon written request by the Customer, which shall be given no earlier than the end of such year and no later than six (6) months thereafter, SES will pay the Customer the difference between the annual amount guaranteed and the amount of actual energy and operations savings achieved at the Premises in accordance with the provisions of Schedule C. SES shall remit such payments to the Customer within sixty (60) days of written notice by the Customer of such monies due.

4.3 **SES Compensation and Fees** : SES compensation shall be as described in Schedule D. SES has structured the Energy Savings Guarantee referred to in Section 4.1 above, so as to be sufficient to include any and all annual payments required to be made by the Customer in connection with financing or purchasing the Equipment to be installed by SES under this Agreement. Actual energy, operational savings, and avoided capital cost savings achieved by SES through the replacement and operation of Equipment and other energy saving measures by SES shall also be sufficient to cover any and all annual fees to be paid by Customer to SES for the provision of services as set forth and in accordance with the provisions of Schedule B.

4.4 **Progress Payments**

(i) See Schedule D

4.4.1 Applications for Payment shall be based upon SES's most recent Schedule of Values, as approved by Customer, and shall show the percentage of completion of each portion of Work as of the end of the period covered by the Application for Payment. SES shall keep all financial and job cost information and all other information related to its Applications for Payment, for a period of six (6) years following final completion of Work. Upon written reasonable notice, Customer may inspect and copy any and all such records, and audit or study the same. Payments shall be due (30) days after receipt of invoice by Customer, except for amounts disputed in good faith as to which the Customer has given prompt written notice of the amount disputed and the basis for the dispute.

SAMPLE

4.5 **Interest Payments:** Payments due to SES under Agreement which are not paid when due (except for amounts disputed in good faith by Customer as noted in Section 4.4.1 of this Agreement) shall bear interest from the date due at six percent (6%) per annum.

SECTION 5 - CONSTRUCTION SCHEDULE AND EQUIPMENT INSTALLATION; APPROVAL

5.1 SES shall be responsible for the construction and the professional and technical accuracy of all services performed, whether by SES, its consultants, or its subcontractors or others on its behalf, throughout the term of this Agreement. SES shall perform any professional services under this Agreement with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

5.2 SES shall provide overall coordination, management, and responsibility and shall ensure that all Work is completed in a good and workmanlike manner. SES's services shall include the following:

(i) Engineering Design: A survey of the Premises for purposes of designing the program for the EEMs.

(ii) Procurement, Installation, Start-Up: SES will act as a turn-key general contractor assuming total responsibility for the procurement of labor and material for installation and start-up of the Equipment, including, but not limited to, selecting subcontractors, subject to the approval of Customer (a list of subcontractors for major work items is set forth in Schedule A); awarding subcontracts; receiving and evaluating submitted drawings on the Equipment; progress inspections during installation; developing and presenting subcontractor punch lists after each inspection; receiving and evaluating record drawings; and operation and maintenance manuals from subcontractors; providing for training of Customer personnel on proper operation of the newly installed Equipment; and final inspection and recommendation for approval to the Customer for acceptance of the Equipment. Notwithstanding the foregoing, the Customer will have the sole right to make the final decision as to acceptance of Equipment and issuance of the Certificate of Acceptance for the Work.

5.3 Construction and Equipment installation shall proceed in accordance with the construction schedule approved by Customer and attached hereto as Schedule G. SES and its subcontractors and/or agents shall not deviate from the construction schedule attached hereto as Schedule G without the Customer's prior written approval or the occurrence of an event beyond the control of the parties as defined in Section 19.

5.4 **Systems Startup and Equipment Commissioning:** SES shall conduct a thorough and systematic performance test of each element and total system of the installed Equipment in accordance with the procedures specified in Schedule H and prior to acceptance by Customer. SES shall provide notice to the Customer of the scheduled test(s) and the Customer and/or its designees shall have the right to be present at any or all such tests conducted by SES and/or manufacturers of the Equipment. SES shall be responsible for correcting and/or adjusting all deficiencies in systems and Equipment operations that may be observed by SES, Customer or Customer's designee during system commissioning procedures.

5.5 **Statutory Requirements:** SES shall be required, and shall require its consultants and subcontractors, to comply with all statutory requirements that are applicable to the Work. SES shall submit the technical scope of work to the authority having jurisdiction ("AHJ") for plans review and inspections subject to the requirements of the AHJ and provisions of the Uniform Construction Code to the extent they are applicable to the scope of work on the project. SES shall, at its sole cost, make any adjustments requested by the AHJ and approved in writing by the Customer.

SECTION 6 - WARRANTIES

6.1 **General** - Should any piece of Equipment be found to be defective within one (1) year from the date of Substantial Completion of each phase of the Project or portion thereof, SES agrees to repair such piece of Equipment or, if necessary, furnish and install, without charge, similar items to replace it; provided, however, that the original item is returned to SES. All shipping and transportation costs involved in the repair or replacement of the defective Equipment shall be paid by SES. For the purposes of this section 6.1, Substantial Completion is the point in construction that is sufficiently completed in accordance with the contract and is operated for its intended use or as Substantial Completion is outlined in Schedule G, whichever is later.

On all systems installed pursuant to this Agreement, SES shall provide, at no charge during the warranty period, any labor required to repair or replace defective Equipment or parts thereof. Such labor shall include adjustment of controls, air balancing, and correction of mechanical difficulties if such adjustments are due to defective Equipment or improper installation.

If the Equipment fails to fulfill the Energy Savings Guarantee, SES shall have the opportunity to make such changes as it deems necessary to fulfill such Energy Savings Guarantee; provided, however, SES shall obtain the Customer's prior written approval

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before making any such changes. If a demonstration is required, SES shall be given a reasonable opportunity to test the Equipment under requisite conditions.

The warranty provisions under this Section 6.1 are in addition to and not in lieu of any warranties made by equipment or component manufacturers. After installation of all EEMs, SES shall deliver to the Customer all manufacturer warranty certificates, documents, operation and maintenance instructions and manuals, and similar documents.

It is understood and agreed that SES shall provide performance and payment bonds covering only the construction work to be performed hereunder in the format requested by the Customer, in its discretion. The exact bond amount shall be determined on a per project basis and shall not exceed the full value of the Agreement. Such bonds shall not be construed to cover any manufacturer warranties or the Guaranteed Energy Savings.

6.2 **Equipment Warranties** - SES covenants and agrees that all Equipment installed as part of this Agreement is new, in good and proper working condition and subject to manufacturer written warranties covering all parts and Equipment. SES further agrees to: (i) deliver to the Customer for inspection and approval, all such written warranties, which shall be attached and set forth in Schedule J, (ii) to assist the Customer with in pursuing rights and remedies against manufacturer of the Equipment under the warranties in the event of Equipment malfunction or improper or defective function, and defects in parts, workmanship and performance, (iii) to notify the Customer whenever SES becomes aware of defects in Equipment parts or performance occur which give rise to such rights and remedies.

All warranties shall be transferable and extend to the Customer. The warranties shall specify that only new, and not reconditioned parts, may be used and installed when repair is necessitated by malfunction.

All warranties required hereunder shall be in force for a minimum of one (1) year from the date indicated on the Certificate of Acceptance.

6.3 **EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 6 AND THE ENERGY SAVINGS GUARANTEE, SES DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

SECTION 7 - TRAINING BY SES

SES shall conduct the training program described in Schedule H hereto. SES shall provide ongoing training whenever needed with respect to updated or altered Equipment, including upgraded software. Such training shall be provided at no additional charge to the Customer.

SECTION 8 - PERMITS AND APPROVALS; COORDINATION

8.1 **Permits and Approvals:** SES shall be responsible for obtaining all necessary permits and approvals related to the work of this Agreement for installation of the Equipment and shall pay any and all permit fees. Customer shall be responsible for obtaining any necessary building permits not directly related to the work of this Agreement. Customer shall use reasonable efforts to assist SES in obtaining all necessary permits and approvals for installation of the Equipment. The Equipment and the operation of the Equipment by SES shall at all times conform to all federal, state and local code requirements in effect at the time of the Commencement Date. SES shall furnish copies of each permit or license which is required to perform the work to the Customer before SES commences the portion of the work requiring such permit or license.

8.2 **Coordination During Installation:** The Customer and SES shall coordinate the activities of SES's Equipment installers with the Customer. SES shall not commit or permit any act which will interfere with the performance of business activities conducted by the Customer or its employees without prior written approval of the Customer.

SECTION 9 - PERFORMANCE BY SES

9.1 SES shall perform all tasks and phases under the Agreement, including construction and installation of the Equipment, in such a manner so as not to harm the structural integrity of the Premises or their operating systems and so as to conform to the standards set forth in Schedule I and the construction schedule specified in Schedule G. SES shall repair and restore to its original condition any area of damage caused by SES's performance under this Agreement.

9.2 SES is responsible for general broom cleaning at its cost. At least once a week, SES shall remove from the Premises all discarded material and rubbish resulting from the work and assure that the Premises are clean and free of such materials and rubbish.

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SECTION 10 – OWNERSHIP OF EXISTING EQUIPMENT

Ownership of the equipment and materials presently existing at the Premises at the time of execution of this Agreement shall remain the property of the Customer even if it is replaced or its operation made unnecessary by work performed by SES pursuant to this Agreement. If applicable, SES shall advise the Customer in writing of all equipment and materials to be replaced at the Premises and the Customer shall within thirty (30) days designate in writing to SES which equipment and materials that should not be disposed of off-site by SES. It is understood and agreed to by both parties that the Customer shall be responsible for and designate the location and storage for any equipment and materials that should not be disposed of off-site. SES shall be responsible, at its sole cost, for the disposal of all equipment and materials, including any hazardous waste materials (except asbestos and lead containing materials as noted below). Customer shall be responsible for the removal and disposal of all asbestos and lead containing materials.

SECTION 11 - LOCATION AND ACCESS

Customer shall provide sufficient rent-free space on the Premises for the installation and operation of the Equipment and shall take reasonable steps to protect such Equipment from harm, theft and misuse. Customer shall provide access to the Premises for SES to perform any function related to this Agreement during regular business hours, or such other reasonable hours as may be requested by SES and acceptable to the Customer. SES's access to Premises to make emergency repairs or corrections as it may determine are needed shall not be unreasonably restricted by the Customer.

SECTION 12 - EQUIPMENT SERVICE

12.1 **Actions by SES:** SES shall provide all service, repairs, and adjustments during the warranty period to the Equipment installed under terms of this Agreement pursuant to Schedule J. Customer shall incur no cost for Equipment service, repairs, and adjustments, except as set forth in Schedule J where applicable, provided, however, that when the need for maintenance or repairs principally arises due to the negligence or willful misconduct of the Customer, its employees, agents and those for which they are responsible, SES may charge Customer for the actual cost of the maintenance or repair insofar as such cost is not covered by any warranty or insurance proceeds.

12.2 **Malfunctions and Emergencies:** Customer shall notify SES or its designee(s) within five (5) business days after the Customer's actual knowledge and occurrence of: (i) any malfunction in the operation of the Equipment or any preexisting energy related equipment that materially impacts upon the guaranteed energy savings, (ii) any interruption or alteration to the energy supply to the Premises, or (iii) any alteration or modification to the Equipment or in any energy-related equipment.

Where Customer exercises due diligence in attempting to assess the existence of a malfunction, interruption, or alteration it shall be deemed not at fault in failing to correctly identify such conditions as having a material impact upon the guaranteed energy savings. Customer shall notify SES within five (5) business days of its having actual knowledge of any equipment malfunction or other emergency condition affecting the Equipment. SES shall respond or cause its designee(s) to respond as expeditiously as possible and as warranted under the circumstances but, in no event, more than forty-eight (48) hours of notice by Customer, and shall promptly proceed with corrective measures. Any telephonic notice of such conditions by Customer shall be followed within two (2) business days by written notice to SES from Customer. If Customer unreasonably delays in so notifying SES of a malfunction or emergency, and the malfunction or emergency is not otherwise corrected or remedied, such conditions will be treated as a Material Change and the applicable provisions of Section 15 shall be applied.

12.3 **Actions by Customer:** Customer shall not unreasonably move, remove, modify, alter, adjust, or change in any way the Equipment or any part thereof without the prior written approval of SES, except as set forth in Schedule J. Notwithstanding the foregoing, Customer may take reasonable steps to protect the Equipment if, due to an emergency, it is not possible or reasonable to notify SES before taking any such actions. In the event of such an emergency, Customer shall take reasonable steps to protect the Equipment from damage or injury and shall follow instructions for emergency action provided in advance by SES. Customer agrees to maintain the Premises in good repair and to protect and preserve all portions thereof which may in any way affect the operation or maintenance of the Equipment.

SECTION 13 - UPGRADING OR ALTERING THE EQUIPMENT

SES shall at all times have the right, subject to Customer's prior written approval, which approval shall not be unreasonably withheld, to change the Equipment, revise any procedures for the operation of the Equipment or implement other energy saving actions in the Premises, provided that:

(i) SES complies with the standards of comfort and services set forth in Schedule I herein;

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(ii) such modifications or additions to, or replacement of the Equipment, and any operational changes, or new procedures are necessary to enable SES to achieve the energy savings at the Premises; and

(iii) any cost incurred relative to such modifications, additions or replacement of the Equipment, or operational changes or new procedures shall be the sole responsibility of SES.

All modifications, additions or replacements of the Equipment or revisions to operating or other procedures shall be described in a supplemental Schedule(s) to be provided to the Customer for approval, which shall not be unreasonably withheld, provided that any replacement of the Equipment shall be new and have equal or better potential to reduce energy consumption at the Premises than the Equipment being replaced. SES shall update any and all software to be used in connection with the Equipment in accordance with the provisions of Section 12. All replacements of and alterations or additions to the Equipment shall become part of the Equipment described in Schedule A and shall be covered by the provisions and terms of Section 6.

SECTION 14 - STANDARDS OF COMFORT

SES shall not require the Customer to maintain and operate the Equipment in a manner which will result in compromising the accepted standards of heating, cooling, hot water, and lighting as described in Schedule I, during occupied hours of operation.

SECTION 15 - MATERIAL CHANGES

15.1 **Material Change Defined:** A Material Change shall include any change in or to the Premises, whether structural, operational, or otherwise in nature which reasonably could be expected, as mutually agreed upon by SES and Customer or Customer's designee, to increase or decrease annual energy consumption in accordance with the provisions and procedures set forth in Schedule E and Schedule F by at least five percent (5%) after adjustments for climatic variations. Actions by the Customer that shall result in a Material Change include, but are not limited to, the following:

(i) change in manner of use of the Premises by the Customer; or

(ii) change in hours of operation for the Premises or for any equipment or energy using systems operating at the Premises; or

(iii) permanent changes in the comfort and service parameters set forth in Schedule I; or

(iv) change in occupancy of the Premises; or

(v) change in structure of the Premises; or

(vi) change in types and quantities of equipment used at the Premises; or

(vii) modification, renovation or construction at the Premises; or

(viii) the Customer's failure to provide maintenance of and repairs to the Equipment in accordance with Schedule J; or

(ix) any other material conditions other than climate affecting energy use at the Premises.

15.2 **Reported Material Changes; Notice by Customer:** The Customer shall deliver to SES a written notice describing all actual or proposed Material Changes in the Premises or in the operations of the Premises at least fifteen (15) days before any implementation of any actual or proposed Material Change or as soon as is practicable, but no more than five (5) days, after an emergency, other unplanned event, or discovery of a Material Change.

15.3 **Unreported Material Change:** In the absence of any Material Changes in the Premises or in their operations, the baseline energy consumption as set forth in Schedule E should not change more than ten percent (10%) during any month from the projected energy usage for that month, after adjustments for changes in climatic conditions. Therefore, if energy consumption for any month, as set forth in Schedule E, deviates by more than ten percent (10%) the energy consumption for the same month of the preceding contract year after adjustments for changes to climactic conditions, then such deviation shall be timely reviewed by SES to ascertain the cause of deviation. SES shall report its findings to the Customer in a timely manner and SES and Customer shall determine what, if any, adjustments to the baseline will be made in accordance with the provisions set forth in Schedule F.

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SECTION 16 - PROPERTY/CASUALTY/INSURANCE; INDEMNIFICATION; LIMITATION OF LIABILITY

16.1 SES's Liability Insurance

16.1.1 SES shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect SES from claims set forth below which may arise out of or result from SES's operations under this Agreement and for which SES may be legally liable.

.1 claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
.2 claims for damages because of bodily injury, occupational sickness or disease, or death of SES's employees;
.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than SES's employees;
.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by SES, or (2) by another person;
.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

16.1.2 The insurance required by Section 16.1.1.1 through 16.1.1.6 shall be written for not less than limits of liability specified in Article 16.1.3, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the Effective Date until date of final payment and termination of any coverage required to be maintained after the Commencement Date.

16.1.3 **Limits on Insurance** - The insurance required by Article 16 shall be written for not less than the following limits, or greater if required by law:

Commercial General Liability	$ 2,000,000
- General Aggregate	$ 2,000,000
- Products-Completed Operations Aggregate	$ 1,000,000
- Personal & Advertising Injury	$ 1,000,000
- Each Occurrence	$ 1,000,000
- Damage to Rented Premises (each occurrence)	$ 100,000
- Medical Expense	$ 10,000
Automobile Liability – Combined Single Limit	$ 1,000,000
Umbrella Liability	
- Each Occurrence	$5,000,000
- Aggregate	$5,000,000
Worker's Compensation Liability	
- Each Accident	$ 500,000
- Disease – Policy Limit	$ 500,000
- Disease – Each Employee	$ 500,000
Professional Liability	
- Per Claim	$ 2,000,000
- Aggregate	$ 4,000,000

With respect to any of the insurance policies provided by SES pursuant to this Agreement which are "claims made" policies, in the event that such policies are cancelled or not renewed at any time, SES shall provide substitute insurance policy with an inception date the same as the prior policy's cancellation date and to have the substitute insurance policy carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims made" policies. With respect to all "claims made" policies which are renewed, SES shall provide coverage retroactive to the date of commencement of Work under this Agreement. All said substitute or renewed "claims made" policies shall be maintained in full force and effect for three (3) years from the date of final completion of the Work. The insurance policies shall incorporate a provision requiring written notice to the Customer at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies.

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16.2 Customer Insurance

Customer shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Premises is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire work on a replacement cost basis. The Customer's property insurance shall be no less than the value of this Agreement plus the value of subsequent modifications and labor performed, or materials or equipment supplied by others. The property insurance shall be maintained through final completion. The builders risk policy shall include a waiver of subrogation so that in the event of payment of any loss or damages the insurer will have no rights of recovery against SitelogIQ or any additional insureds thereunder.

16.3 Indemnification

To the fullest extent permitted by law, SES shall indemnify, defend and hold Customer, the Board of School Directors of Customer, and their officers, employees, agents and representatives (collectively, the "Customer Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, judgments or injuries including, but not limited to, reasonable legal fees and expenses (collectively, the "Damages") arising out of the work to be performed by SES, its subcontractors, agents or anyone for whose acts or omissions they may be legally liable. Notwithstanding anything to the contrary, in no event shall SES be responsible for indemnifying the Customer Indemnified Parties for Customer's own sole negligence.

To the fullest extent permitted by law, Customer shall indemnify, defend and hold SitelogIQ, and its officers, employees, agents and representatives (collectively, the "SES Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, judgments or injuries including, but not limited to, reasonable legal fees and expenses (collectively, the "Damages") arising out of Customer's negligent acts or omissions related to the performance of its obligations under this Agreement. Notwithstanding anything to the contrary, in no event shall Customer be responsible for indemnifying the SES Indemnified Parties for SES's own sole negligence.

This Section 16.3 shall survive the termination of this Agreement.

16.4 Limitation of Liability

SES's total liability to the Customer for damages or injury to persons or property that may be caused by or arise through performing any obligation under this Agreement shall be limited only to losses proximately caused by SES's negligence or the negligence of its consultants, subcontractors, employees, or agents, and only to the extent of the compensation received by SES under this Agreement or available insurance proceeds, whichever is greater. Neither party shall be liable to the other for special, indirect, consequential, incidental, or punitive damages.

This Section 16.4 shall survive the termination of this Agreement.

SECTION 17 - RISK OF LOSS

Upon SES's completion of the work and Customer's acceptance of the Equipment, as evidenced by Customer's issuance of the Certificate of Acceptance, the Customer assumes all risk of loss of or damage to the Equipment from any cause whatsoever (except as provided in Section 12), and no such loss of or damage to the Equipment shall relieve the Customer of the obligation to make payments or to perform any other obligation under this Agreement. In the event of damage to any item of Equipment, the Customer will immediately notify SES or its assignee and place the same in good repair except as provided in Section 12. If Customer determines that any of the Equipment is lost, stolen, destroyed, or damaged beyond repair and SES, its subcontractors, and agents are not responsible for repair or replacement, the Energy Savings Guarantee will be adjusted by mutual agreement to account for the losses associated with the Equipment and Customer will either: (a) replace the same with like Equipment in good repair, or (b) accept the Energy Savings Guarantee adjustment for the remaining term of the contract.

SECTION 18 - CASUALTY OR CONDEMNATION OF PREMISES

Any construction or restoration of the Premises following or necessitated by fire, flood, or other casualty, or any condemnation affecting any portion of the Premises, shall be deemed a Material Change, and the provisions of Section 15 shall be applicable. If the casualty or condemnation renders fifty percent (50%) or more of the Premises uninhabitable or unusable and, in the case of a casualty, the affected portion is not reconstructed or restored within one hundred and twenty (120) days from the date of such casualty, Customer shall have the option to terminate this Agreement by a notice to SES. In the event of condemnation, Customer agrees that SES shall be entitled to receive payment for the value of all costs to date including engineering, labor, material, restocking, cancellation fees, project demobilization, and reasonable overhead and profit on work properly performed by SES prior to the event of condemnation. Upon such termination, SES may remove the Equipment from the condemned portion of the Premises.

SECTION 19 - CONDITIONS BEYOND CONTROL OF THE PARTIES

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19.1 If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Agreement due to acts of God, war, hostilities, revolution, rebellion, insurrections, riots, strikes, walkouts, lockouts, industrial or labor actions or disputes of a regional or national nature, supply change disruptions, changes in applicable law after execution of this Agreement that materially impact either party's ability to perform under this Agreement, plagues, epidemics, pandemics, outbreaks of infectious disease, or similar events, this Agreement shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days notice to the performing party, in which event neither party shall have any further liability to the other. Upon such termination, SES shall recover as its sole remedy payment for Work properly performed in connection with the terminated portion of the Work and for items properly and timely fabricated off the project site, delivered and stored in accordance with the Customer's instructions and provide, actual costs associated with termination of subcontracts.

19.2 SES shall be entitled to an increase in its compensation, described in Schedule D, where the cost to SES for any labor, materials, component, or equipment necessary to complete the project or any portion thereof increases after the Effective Date of this Agreement, provided that such cost increase is attributable to a condition outside of SES's control, including but not limited to acts of God, war, hostilities, revolution, rebellion, insurrections, riots, strikes, walkouts, lockouts, industrial or labor actions or disputes of a regional or national nature, supply change disruptions, changes in applicable law after the Effective Date of this Agreement that materially impact either party's ability to perform under this Agreement, plagues, epidemics, pandemics, or outbreaks of infectious disease.

SECTION 20 - TERMINATION FOR CONVENIENCE

The Customer shall have the right to terminate this Agreement if, in any fiscal year during the term of this Agreement, the Customer does not receive sufficient funds or financing for the Work contemplated under this Agreement. In the event of termination pursuant to this Section 20, Customer agrees that SES shall be entitled to receive as its sole remedy payment for Work properly performed prior to termination of this Agreement and for items properly and timely fabricated off the project site, delivered and stored in accordance with Customer's instructions and actual costs associated with termination of subcontracts.

SECTION 21 - EVENTS OF DEFAULT

21.1 **Events of Default by Customer** - Each of the following events or conditions shall constitute an "Event of Default" by Customer:

(i) Any failure by Customer to pay SES any uncontested sum due for a service and maintenance period of more than thirty (30) days after written notification by SES that Customer is delinquent in making payment; or

(ii) Any other material failure by Customer to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after notice to Customer demanding that such failures to perform be cured or if such cure cannot be effected in thirty (30) days, Customer shall be deemed to have cured default upon the commencement of a cure within thirty (30) days and diligent subsequent completion thereof; or

(iii) Any representation or warranty furnished by Customer in this Agreement which was knowingly false or misleading in any material respect when made. Upon such termination, SES shall recover as its sole remedy payment for Work properly performed and documented in connection with the terminated portion of the Work and for items properly and timely fabricated and documented off the project site, delivered and stored in accordance with the Customer's instructions and shall provide actual costs associated with termination of subcontracts caused by Customer's breach.

21.2 **Events of Default by SES** - Each of the following events or conditions shall constitute an "Event of Default" by SES:

(i) The standards of comfort and service set forth in Schedule I are not provided due to failure of SES to properly design, install, maintain, repair or adjust the Equipment except that such failure, if corrected or cured within thirty (30) days after written notice by Customer to SES demanding that such failure be cured, shall be deemed cured for purposed of this Agreement, unless customer incurs damages in the intervening period.

(ii) Any representation or warranty furnished by SES in this Agreement is false or misleading in any material respect when made;

(iii) Any other material failure by SES to perform or comply with the terms and conditions of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to SES demanding that such failure to perform be cured, if corrected or cured within thirty (30) days after SES's receipt

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of such written notice shall be deemed cured for the purpose of this Agreement, unless customer incurs damages in the intervening period for which SES will be responsible.

(iv) Any lien or encumbrance upon the Equipment by SES, any subcontractor, laborer or materialman of SES;

(v) The filing of a bankruptcy petition whether by SES or its creditors against SES which proceeding shall not have been dismissed within thirty (30) days of its filing, or an involuntary assignment for the benefit of all creditors or the liquidation of SES;

(vi) Failure by SES to pay any amount due the Customer or perform any obligation under the terms of this Agreement or the Energy Savings Guarantee as set forth in Schedule C after thirty (30) day written notice from the Customer; or

(vii) Repossession or removal of the Equipment by SES or a third party without good cause.

SECTION 22 - REMEDIES UPON DEFAULT

22.1 **Remedies upon Default by Customer** - If an Event of Default by Customer occurs, SES may, without a waiver of other remedies which exist in law or equity:

(i) Exercise any and all remedies available at law or in equity or other appropriate proceedings including bringing an action or actions from time to time for recovery of amounts due and unpaid by Customer, and/or for damages.

22.2 **Remedies Upon Default by SES** - In the Event of Default by SES, Customer shall have the choice of one or more of the following remedies without waiving any other rights or remedies in law or equity:

(i) Exercise any and all remedies available at law or equity, or institute other proceedings, including, without limitation, bringing an action or actions from time to time for specific performance, and/or for the recovery of amounts due and unpaid and/or for damages;

(ii) If the payments under this Agreement have not been assigned, Customer may set off or counterclaim against its obligation to make any of the payments provided in default; or

(iii) SES will be liable to Customer for damages incurred by Customer as a result of any default by SES. Such damages may include, but are not limited to: (a) payments made to SES or its assignee which represents payment towards a unit of Equipment for which acceptance was revoked because of a latent defect (b) the difference in price between the market price of the Equipment which was not delivered or which was rejected (or the actual purchase price if Customer purchases replacements (like Equipment) for any undelivered or rejected unit of Equipment) and the purchase price indicated in the Agreement for such units of Equipment) (c) damages as a result of breach of warranty, failure to meet specifications, or damages incurred by Customer resulting from the delivery of Equipment which is defective or fails to meet specifications, or resulting from SES's failure to comply with any other requirements of this Agreement, and (d) any other damages recoverable by law.

SECTION 23 – DISPUTE RESOLUTION/MEDIATION

23.1 Any Claim arising out of or related to the Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

23.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

23.3 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof that are not resolved through mediation shall be subject to and decided in the County Court of Common Pleas in the County where Customer's principal offices are located.

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SECTION 24 - ASSIGNMENT

SES acknowledges that Customer is induced to enter into this Agreement by, among other things, the professional qualifications of SES. SES agrees that neither this Agreement nor any right or obligations hereunder may be assigned in whole or in part to another firm, without the prior written approval of the Customer, except that SES may assign this Agreement to a successor in interest.

SECTION 25 - REPRESENTATIONS AND WARRANTIES

25.1 Each party warrants and represents to the other that:

(i) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;

(ii) Its execution, delivery, and performance of this Agreement have been duly authorized by, and this Agreement has been duly executed and delivered for it by the signatories so authorized, and it constitutes its legal, valid, and binding obligation;

(iii) Its execution, delivery, and performance of this Agreement will not breach or violate, or constitute a default under any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and

(iv) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially and adversely affect its ability to perform hereunder.

SECTION 26 - ADDITIONAL REPRESENTATIONS OF THE PARTIES.

26.1 Customer hereby warrants, represents and promises that:

(i) It has provided or will use reasonable efforts to provide timely to SES, all reasonably available records relating to energy usage and energy-related maintenance of Premises requested by SES; and

(ii) It has not entered into any leases or contracts with other persons or entities regarding the leasing of energy efficiency equipment or the provision of energy management services for the Premises or with regard to servicing any of the energy related equipment located in the Premises. Customer shall provide SES with copies of any successor or additional leases of energy efficiency equipment and contracts for management or servicing of preexisting equipment at Premises which may be executed from time to time hereafter within thirty (30) days after execution thereof.

26.2 SES hereby warrants, represents and promises that:

(i) Before commencing performance of this Agreement:

(a) It is or shall become licensed or otherwise permitted to do business in the Commonwealth of Pennsylvania;

(b) It shall have provided proof and documentation of required insurance pursuant to Section 16. It shall make available, upon reasonable request, all documents relating to its performance under this Agreement, including all contracts and subcontracts entered into;

(ii) That it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under this Agreement.

SECTION 27 - COMPLIANCE WITH LAW AND STANDARD PRACTICES

SES shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and regulations, and in compliance with any and all reasonable rules of Customer relative to the Premises.

SECTION 28 - INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties hereto agree that SES, and any agents and employees of SES, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the Customer.

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SECTION 29 - NO WAIVER

The failure of SES or Customer to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of either party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of SES or Customer.

SECTION 30 - NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the term of the Agreement, SES shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity programs.

SECTION 31 - SEVERABILITY

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement unless the result would be manifestly inequitable or unconscionable.

SECTION 32 - COMPLETE CONTRACT

This Agreement, when executed, together with all Exhibits and all Schedules attached hereto or to be attached hereto, as provided for by this Agreement shall constitute the entire contract between both parties and this Agreement may not be amended, modified, or terminated except by a written contract signed by the parties hereto.

SECTION 33 - ORDER OF PRECEDENCE

If any conflicts or discrepancies should arise in the terms and conditions of this Agreement or the interpretation thereof, the language of the Agreement shall prevail,

SECTION 34 - PRESERVATION OF RECORDS

SES shall maintain and preserve for a period extending until six (6) years after date of final payment to SES and during that period shall produce, upon request of Customer, all data, records, and other evidence pertaining to costs incurred by SES in connection with this Agreement for the purpose of an audit or other examination.

SECTION 35 - DOCUMENTS

The parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

SECTION 36 - APPLICABLE LAW

This Agreement and the construction and enforceability thereof shall be interpreted under the laws of the Commonwealth of Pennsylvania without application of its choice of law provision.

SECTION 37 - ENVIRONMENTAL PROVISIONS

In the performance of this Agreement, SES shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

SECTION 38 - NOTICE

Any notice required or permitted hereunder shall be deemed sufficient if given via email to the email addresses provided below, or in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO SES:	***SitelogIQ Energy Services, Inc.*** ***Attention: Rick Evans*** ***3300 North 3rd Street*** ***Harrisburg, PA 17110***	*Copy To:*	***SitelogIQ Energy Services, Inc.*** ***Attention: Legal Department*** ***80 South 8th Street, Suite 1850*** ***Minneapolis, MN 55402***

SAMPLE

rick.evans@sitelogiq.com *legal@sitelogiq.com*

TO CUSTOMER: ***Sample School District***
Attention: Superintendent School District

Harrisburg, PA 17110
jeff.harris@sitelogiq.com

SECTION 39 - CUSTOMER'S COMPLIANCE WITH FACILITIES MAINTENANCE CHECKLIST

39.1 The parties acknowledge and agree that SES has entered into this Agreement in reliance upon the prospect of earning compensation based on guaranteed energy savings in energy used at Premises, as set forth on Schedules C and D, attached hereto and made a part hereof.

39.2 The parties further acknowledge and agree that the said guaranteed energy savings would not likely be obtained unless certain procedures and methods of operation designed for energy conservation shall be implemented, and followed by Customer on a regular and continuous basis.

39.3 Customer agrees that it shall use reasonable efforts, adhere to, follow and implement the energy conservation procedures and methods of operation to be set forth on Schedule J, to be attached hereto and made a part hereof after Customer's approval.

39.4 Customer agrees that SES shall have the right once a month, with prior notice, to inspect Premises to determine if Customer is complying, and has complied with its obligations as set forth above. For the purpose of determining Customer's said compliance, the checklist to be set forth at Schedule J as completed and recorded by SES during its monthly inspections, shall be used to measure and record Customer's said compliance. Customer shall make the Premises available to SES for and during each monthly inspection, and shall have the right to witness each inspection and the recordation on the checklist.

SECTION 40 - MISCELLANEOUS PROVISIONS

40.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Customer or SES.

40.2 With the exception of any such materials brought onto the Premises by SES or its agents, consultants, and/or subcontractors, SES and the SES's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Premises, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto subscribe their names to this Agreement by their duly authorized officers on the date first above written.

Sample School District

SAMPLE
Signature

SITELOGIQ ENERGY SERVICES, INC.

Signature of President or Vice President

Name

SAMPLE

Title

Federal Identification No. 80-0197145

SAMPLE

Exhibit I: Performance Bond/Construction Bond

Performance Bond/Construction Bond

The payment and performance bond provided by SES shall specifically exclude coverage for those portions of the Guaranteed Energy Services Agreement and any Energy Services Agreement Amendment pertaining to design services, energy cost savings guarantee, maintenance guarantee, utility incentives and any other clauses which do not relate specifically to construction or construction management and supervision of work for purchasing and installing Equipment, or for work to be accomplished by the Customer.

SES will bond all construction work including hard cost, contingency, construction management project management, and associated OH&P.

Upon execution of the Guaranteed Energy Savings Agreement by the Customer, the original Payment and Performance Bond will be provided to the Customer for inclusion in this Exhibit.

Certificate of Acceptance

Upon the installation and owner acceptance of equipment, Customer will issue a Certificate of Acceptance – Installed Equipment to SES for inclusion in this section.

Certificate of Insurance

A Certificate of Insurance is attached listing Customer as the certificate holder for Professional Liability Insurance and listing Customer as additional insured for General Liability Insurance.

SITELOGIQ ENERGY SERVICES, INC.
INVESTMENT GRADE ENERGY AUDIT AGREEMENT

This Investment Grade Energy Audit Agreement (the "**Agreement**") is entered into on date, by and between School District (hereinafter referred to as the **"Customer"**) and SitelogIQ Energy Services, Inc. (hereinafter referred to as **"SitelogIQ"**). The Customer and SitelogIQ are referred to herein as the **"Parties"**.

Whereas, the Customer is responsible for the operation, management and maintenance of the Facility(s) located the facilities listed below, including ancillary buildings as incorporated by the Customer:

Line Item	Building/Facility Name	Address	GSF

Whereas, a comprehensive investment grade energy use and savings analysis (the **"Energy Audit"** and **Report**) will be performed at the Facility(s) to determine the feasibility of entering a guaranteed energy savings contract to provide for the installation and implementation of energy conservation measures ("**ECMs**") at the Facility(s);

Whereas, if the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with the project at the Facility(s), the Parties may enter into a guaranteed energy savings contract under which SitelogIQ shall design, procure, install, implement, maintain and monitor such ECMs at the Facility(s);

Now therefore, intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 - SCOPE OF INVESTMENT GRADE ENERGY AUDIT AND REPORT.

SitelogIQ will perform an Investment Grade Energy Audit and prepare an engineering and economic report (the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility(s) (collectively, the "**Services**"). The Report shall contain projections of energy and cost savings to be obtained at the Facility(s) as a result of the installation of the recommended ECMs. The savings calculations shall utilize assumptions, projections and baselines which best represent the true value of future energy, operational or capital avoidance savings for the Facility(s), i.e., utilize accurate marginal cost for each unit of savings at the time the audit is performed; documented material and operational costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility(s) compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe SitelogIQ's plan for installing or implementing the measures in the Facility(s), including all anticipated costs associated with such installation and implementation. The Report and its savings calculations and methodologies shall comply with Pennsylvania's Guaranteed Energy Saving Act, as amended (62 Pa C.S. §3751 et seq.). The primary purpose of the Report is to provide an engineering and economic basis for negotiating between the Customer and SitelogIQ.

SitelogIQ shall perform the following tasks in performing the Investment Grade Energy Audit and preparing the Report:

A. **Collect Facility Information**

SitelogIQ shall collect general Facility(s) information such as: size, age, construction type, condition and general use of the Facility(s). SitelogIQ shall also collect and summarize Facility(s) utility cost and consumption data for the most recent 36-month period. SitelogIQ shall evaluate the impact on utility cost and consumption of any energy initiatives, currently being installed or currently contemplated to be installed by the Customer in the Facility(s), which will remain separate from the guaranteed energy savings contract throughout the duration of that contract.

Customer shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facility(s) for the most current 24-month period, including, but not limited to: utility records; occupancy information; descriptions of any changes in the structure of the Facility(s) or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility(s); any comfort problems, code deficiencies, and a description of current energy management procedures. The Customer shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years or are currently being

installed or are currently contemplated to be installed by the Customer in the Facility(s) separate from the guaranteed energy savings contract throughout the duration of that contract. The Customer shall also provide copies of drawings, equipment logs and maintenance work orders to SitelogIQ.

B. **Analyze Existing Systems and Equipment**

SitelogIQ shall compile an analysis based on a physical inspection of the major mechanical, electrical, plumbing and building envelope systems at the Facility(s), including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment
- Outdoor ventilation and air distribution systems and equipment
- Exhaust systems and equipment
- Interior and exterior lighting
- Domestic hot water generation and distribution equipment
- Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
- Kitchen and cafeteria equipment, as appropriate
- Other major energy using systems, as applicable.

The analysis shall address the loads, proper sizing, efficiencies or hours of operation for each system; and the current operating condition for each system;

SitelogIQ shall conduct interviews with operation and maintenance staff regarding the Facility(s)'s mechanical systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. **Establish Base Year Consumption and Reconcile with End Use Consumption Estimates**

SitelogIQ shall examine the most recent 24 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging, or selecting the most representative contiguous 12 months. SitelogIQ shall consult with Facility(s) staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

SitelogIQ shall analyze all major end uses representing more than 5% of total Facility(s) consumption including, but not limited to Lighting, Heating, Cooling, Other (process) Equipment and Miscellaneous.

Where loading and/or usage are highly uncertain, SitelogIQ shall employ spot measurement and/or short- term monitoring at its discretion. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment.

D. **Develop List of Potential ECMs**

SitelogIQ shall provide the following:

1. Identify and propose potential ECMs for installation or implementation at the Facility(s), including manufacturer information on proposed equipment.
2. An estimate of the cost, savings and life expectancy of each proposed EEM.
3. Specify Facility(s) operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs.
4. Analysis methodologies, supporting calculations and assumptions used to derive baselines and estimate savings.
5. Existing and proposed air and hot water temperatures, amount of outdoor air ventilation, lighting and acoustic levels.
6. Utility rates/tariffs and commodity price histories used in savings calculations.
7. A preliminary savings measurement and verification plan for the project.
8. A preliminary commissioning plan for the proposed ECMs that require commissioning.
9. Calculations for any rate saving proposals.
10. Supporting calculations for any proposed maintenance, material or other operational savings, and a description of any annual variances in savings from year to year.

11. Estimates of environmental benefits resulting from implementation of the proposed ECMs (e.g., CO_2, SO_x, NO_x).

For all proposed ECMs, SitelogIQ shall comply with all applicable state, federal and local codes and regulations in effect at the time of this analysis.

E. **Select Final Recommended ECMs**

SitelogIQ shall, in consultation with the Customer, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility(s).

F. **Cost and Fee Estimates**

SitelogIQ shall provide estimates of all costs and fees associated with the installation and implementation of the ECMs. Costs are presents per ECMs and for the entire project, and general include the following:

- Project management
- Energy analysis and calculations
- Project development and engineering/design
- Contractor/vendor estimates for individual EEM hard costs
- Contingency costs for individual EEM hard cost
- Construction management fees for the project
- General conditions
- Commissioning
- Training
- Performance assurance services (including measurement and verification and performance monitoring)
- Warranty
- Bonds, permitting and taxes
- Other costs/fees as applicable

G. Savings Estimates

The Customer has endeavored to provide SitelogIQ with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, SitelogIQ shall seek written guidance from the Customer. Customer rejection of certain calculations of savings or rejection of certain items as allowable savings in the Report shall be at the risk of SitelogIQ.

The following items will be allowed as savings or in the development of project financial justification (cash flow):

- Customer material/commodity cost
- Maintenance labor costs (if applicable)
- Escalation rates of 2% for natural gas[1]
- Escalation rates of 3% for electricity
- Escalation rates of 3% for water
- Escalation rates of 3% for material/commodity cost savings
- Escalation rates of 3% for allowable labor savings

H. **Report Format**

SitelogIQ shall prepare the Report as follows:

The Report will be submitted using 8 ½ " x 11" sheets of paper and a font size no smaller than 10 point. The pages shall be numbered sequentially and include a Table of Contents.

The Report shall include the presentation of information in the following Schedules required for the Guaranteed Energy Services Agreement **("GESA")** to the extent the information has been developed during the course of performing the audit. Preliminary

[1] It should be noted that the value of fuel and water unit savings will be escalated using actual rates increases as they occur over the term of the contract. It is also noted that the base rate value for each fuel and water unit will not devalue in the event of any rate decrease.

information and incomplete schedules will be finalized during audit negotiations, prior to execution of the GESA.

Schedules

Schedule A	Scope of Work
Schedule B	Project Costs and Cash Flow Analysis
Schedule C	Energy Savings Guarantee
Schedule D	Compensation to SitelogIQ
Schedule E	Baseline Energy Consumption
Schedule F	Savings Measurement & Calculation Formulae; Methodology to Adjust Baseline
Schedule G	Construction and Installation Schedule
Schedule H	Systems Start-Up and Commissioning; Operating Parameters of Installed Equipment, Training
Schedule I	Standards of Comfort – Set Points
Schedule J	Maintenance Responsibilities

Submission of the Report

The Report shall be completed and submitted to Customer within 120 calendar days of the date of execution of this Agreement.

I. Acceptance of the Report– If ECMs are Feasible.

The Customer shall accept the Report if the recommended ECMs are feasible. If the Customer determines that one or more of the recommended ECMs are not feasible, the Customer shall give SitelogIQ written notice of any and all said objections, in detail, within thirty (30) business days of receipt of the Report. SitelogIQ shall, if necessary, correct the Report and submit a second draft within thirty (30) days of said notification. The Customer shall have ten (10) business days from receipt of the revised Report to notify SitelogIQ if any objections have not been corrected. Upon such notification, SitelogIQ shall have thirty (30) calendar days to resubmit the Report, and Customer shall have ten (10) business days to respond. This re-submission process may continue until: (1) the date all material concerns are resolved and the Report is accepted, (2) the dispute is resolved in accordance with the provisions of Article 3 P. If the Customer fails to give SitelogIQ any written notice within the time provided for in this Article 1.J, the Report is deemed to have been accepted by the Customer.

ARTICLE 2 - GUARANTEED ENERGY SAVINGS CONTRACT.

The Parties may enter into a Guaranteed Energy Savings Contract (GESA) under which SitelogIQ shall design, install and implement ECMs which the Parties have agreed to and provide certain maintenance and monitoring services, all as a turnkey project with SitelogIQ acting as single prime contractor. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such a GESA. The terms and provisions of such a GESA shall be set forth in a separate agreement.

ARTICLE 3 - STANDARD TERMS AND CONDITIONS.

A. Term of Agreement

The term of this Agreement shall commence on the Effective Date (as defined below) and shall end upon termination by the mutual agreement of the parties subject to the other provisions of this Agreement.

The Effective Date shall be the date this Agreement has been fully executed by SitelogIQ and by the Customer and all approvals required by Customer's contracting procedures have been obtained. The Agreement shall not be a legally binding contract until after the Effective Date and when the fully executed Agreement has been sent to SitelogIQ.

Receipt of a fully executed Agreement shall serve as a written Notice to Proceed to SitelogIQ directing SitelogIQ to start performance on a date which is on or after the Effective Date. SitelogIQ shall not start the performance of any work prior to the date set forth in the Agreement and the Customer shall not be liable to pay SitelogIQ for any Service performed or expenses incurred before the date set forth in the Notice to Proceed.

B. Independent Contractor

In performing the Services required by the Agreement, SitelogIQ will act as an independent Contractor and not as an employee or agent of the Customer.

C. Compliance with Law

SitelogIQ shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws, rules, and codes, regulations, in effect at the time of this agreement and in accordance with sound engineering and safety practices, and in compliance with any and all reasonable rules of Customer relative to the Premises.

D. Compensation/Expenses

SitelogIQ shall perform the specified Services at the below hourly rates which are subject to a 3% escalation following year one, year over year. Customary expenses such as mileage and printing shall be billed without mark-up.

Work Classification	2025 Hourly Rate
NE Management	$229.00
NE Preconstruction II	$172.00
NE Preconstruction I	$115.00
NE Consulting Engineer II	$165.00
NE Consulting Engineer I	$100.00
NE CAD Technician	$72.00
NE Development Engineer II	$198.00
NE Development Engineer I	$108.00
NE Service Specialist	$129.00
NE Director of Operations	$229.00
NE Project Manager I	$132.00
NE Project Manager Assistant	$93.00
NE Site Superintendent	$133.00
NE Regional Field Manager	$193.00
NE Project Coordinator	$92.00
NE Intern	$65.00
NE Assistant Project Executive	$158.00

SitelogIQ will issue the Customer an invoice within ten (10) days of the issuance of a Report. The Customer shall pay SitelogIQ's invoice within sixty (60) days of Customer's receipt of the invoice. However, if the Customer enters into a GESA with SitelogIQ to implement some or all of the work identified in the Report, SitelogIQ will waive its fee and include it in the GESA. If the Customer enters into a GESA with SitelogIQ to implement some or all of the work identified in the Report after payment is due under this Agreement, SitelogIQ shall provide the Customer a credit towards the GESA equal to the fee paid under this Agreement.

The parties agree that multiple Reports may be issued under this Agreement. To request an additional Report, Customer shall notify SitelogIQ in writing (including via e-mail) to complete an additional Report. The Customer will pay for each Report consistent with the hourly rates above or as otherwise mutually agreed by the parties in writing.

All Services shall be performed within the time period(s) specified in this Agreement. In the event the Customer terminates this Agreement as provided for in Article 3(F)(B)(iii), SitelogIQ shall be compensated only for work performed. If any payment is not made within fifteen (15) days after the required payment date, the Customer must pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by SitelogIQ as acceptance of the Service performed by SitelogIQ.

E. Taxes

In the event that the Customer is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases. The customer shall provide SitelogIQ with the appropriate tax exemption information to be applied to this project. Nothing in this paragraph is meant to exempt a construction company from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

F. Termination Provisions

A. By SitelogIQ:

SitelogIQ may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the completion of the Energy Audit and Report if the Customer directs SitelogIQ to stop work for at least thirty (30) days, provided that SitelogIQ gives the Customer at least seven (7) days written notice of such termination. SitelogIQ may also terminate this Agreement within thirty (30) days in the event the Customer fails to provide SitelogIQ with information necessary to carry out the Services. Provided that SitelogIQ gives the Customer at least seven (7) days written notice of such termination. If the Customer provides SitelogIQ the information necessary to carry out the Services within the seven (7) day cure period, SitelogIQ shall continue to complete its Services.

In the event SitelogIQ terminates the Agreement pursuant to this Subsection A, the Customer shall be obligated to pay an for Services performed or expenses incurred by SitelogIQ in performing the Energy Audit and Report required under this Agreement. SitelogIQ shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared upon its receipt of payment.

Termination under this section shall be effective seven (7) days following Customer's receipt of written notification from SitelogIQ.

B. By Customer:

Customer may terminate this Agreement:

(i) If SitelogIQ fails to complete the Energy Audit and deliver the Report to the Customer by the date established in Article 1, above; or fails to obtain a written extension of that date from the Customer. Termination under this subsection (i) shall be effective upon SitelogIQ's receipt of written notification from the Customer provided that the deadline for submission of the Report has past. In this event, the Customer shall not be obligated to pay any amount to SitelogIQ for Services performed or expenses incurred by SitelogIQ in performing the Energy Audit and preparing the Report required under this Agreement.

(ii) If, prior or subsequent to the completion of the Energy Audit, SitelogIQ notifies the Customer in writing that it is unable to guarantee a sufficient economic benefit. Termination under this subsection (ii) shall be effective upon SitelogIQ's receipt of written notification from the Customer. In the event of termination under this subsection (ii), the Customer shall reimburse SitelogIQ for actual documented time, material and ancillary expenses incurred, as of the effective date of the termination. Payment for actual expenses incurred shall be made in accordance with the provisions of subsection (iv) as follows SitelogIQ shall provide the Facility(s) with any preliminary notes, reports or analysis which have been produced or prepared prior to the effective date of the termination.

(iii) If, prior or subsequent to the completion of the Energy Audit, the Customer notifies SitelogIQ in writing that it has elected to terminate this Agreement for its convenience or for unavailability of funds and not enter into an GESA, the Customer shall reimburse SitelogIQ for actual documented time, material and ancillary expenses incurred, as of the effective date of the Agreement. Termination under this subsection (iii) shall be effective upon SitelogIQ's receipt of written notification from the Customer and payment for actual expenses incurred shall be made in accordance with the provisions of subsection (iv) as follows.

C. Payment After Termination

SitelogIQ shall submit an invoice to the Customer within thirty (30) days of any termination under this Article 3. Payment shall be due within thirty (30) days from SitelogIQ's submission of an invoice to Customer. Payment may be delayed in the event the Customer raises a good faith dispute to the invoice or Services rendered. If any payment is not made within fifteen (15) days after the required payment date, the Customer must pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 and regulations promulgated pursuant thereto. Payment should not be construed by SitelogIQ as acceptance of the Service performed by SitelogIQ.

G. <u>Dispute Resolution</u>

Any Claim arising out of or related to the Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof that are not resolved through mediation shall be subject to and decided in the County Court of Common Pleas in the County where Customer's principal offices are located.

H. Assignability and Subcontracting

(i) Subject to the terms and conditions of this Paragraph, this Agreement shall be binding upon the parties and their respective successors and assigns.

(ii) SitelogIQ shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Agreement without the prior written consent of the Customer, which consent may be withheld at the sole and absolute discretion of the Customer.

(iii) SitelogIQ may not assign, in whole or in part, this Agreement or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Customer, which consent may be withheld at the sole and absolute discretion of the Customer.

(iv) Notwithstanding the foregoing, SitelogIQ may, without the consent of the Customer, assign its rights to payment to be received under this Agreement, provided that SitelogIQ provides written notice of such assignment to the Customer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Agreement.

(v) For the purposes of this Agreement, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in SitelogIQ provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.

(vi) Any assignment consented to by the Customer shall be evidenced by a written assignment agreement executed by SitelogIQ and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of this Agreement and to assume the duties, obligations, and responsibilities being assigned.

(vii) A change of name by SitelogIQ, following which SitelogIQ's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. SitelogIQ shall give the Customer written notice of any such change of name.

I. Integration

This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Customer or SitelogIQ has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which is any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties. All such amendments will be made using the appropriate Customer form.

J. Personnel

All personnel necessary for the effective performance of the Investment Grade Energy Audit shall be employed by SitelogIQ and its designated subcontractors, shall be qualified to perform the Services required under this Agreement, and shall in all respects be subject to the rules and regulations of SitelogIQ governing staff members and employees. Neither SitelogIQ, its designated subcontractors, nor its personnel shall be considered to be agents or employees of the Customer.

K. Property/Casualty/Insurance; Indemnification; limitation of liability

Liability Insurance

SitelogIQ shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect SitelogIQ from claims set forth below which may arise out of or result from SES's operations under this Agreement and for which SitelogIQ may be legally liable.

.1 claims under worker's compensation, disability benefit and other similar employee benefit acts which are applicable to the operations to be performed;
.2 claims for damages because of bodily injury, occupational sickness or disease, or death of SitelogIQ's employees;
.3 claims for damages because of bodily injury, sickness or disease, or death of any person other than SitelogIQ's employees;
.4 claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by SitelogIQ, or (2) by another person;
.5 claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
.6 claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.

The insurance required by Section 16.1.1.1 through 16.1.1.6 shall be written for not less than limits of liability specified in Article 16.1.3, or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the Effective Date until date of final payment and termination of any coverage required to be maintained after the Commencement Date.

Limits on Insurance

The insurance required by Article 16 shall be written for not less than the following limits, or greater if required by law:

Commercial General Liability	$ 2,000,000
- General Aggregate	$ 2,000,000
- Products-Completed Operations Aggregate	$ 1,000,000
- Personal & Advertising Injury	$ 1,000,000
- Each Occurrence	$ 1,000,000
- Damage to Rented Premises (each occurrence)	$ 100,000
- Medical Expense	$ 10,000
Automobile Liability – Combined Single Limit	$ 1,000,000
Umbrella Liability	
- Each Occurrence	$5,000,000
- Aggregate	$5,000,000
Worker's Compensation Liability	
- Each Accident	$ 500,000
- Disease – Policy Limit	$ 500,000
- Disease – Each Employee	$ 500,000
Professional Liability	
- Per Claim	$ 2,000,000
- Aggregate	$ 4,000,000

With respect to any of the insurance policies provided by SitelogIQ pursuant to this Agreement which are "claims made" policies, in the event that such policies are cancelled or not renewed at any time, SitelogIQ shall provide substitute insurance policy with an inception date the same as the prior policy's cancellation date and to have the substitute insurance policy carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims made" policies. With respect to all "claims made" policies which are renewed, SitelogIQ shall provide coverage retroactive to the date of commencement of Work under this Agreement.

Indemnification

To the fullest extent permitted by law, SitelogIQ shall indemnify, defend and hold Customer, the Board of School Directors of Customer, and their officers, employees, agents and representatives (collectively, the "Customer Indemnified Parties")

harmless from and against any and all claims, damages, losses, costs, judgments or injuries including, but not limited to, reasonable legal fees and expenses (collectively, the "Damages") arising out of the work to be performed by SitelogIQ, its subcontractors, agents or anyone for whose acts or omissions they may be legally liable. Notwithstanding anything to the contrary, in no event shall SitelogIQ be responsible for indemnifying the Customer Indemnified Parties for Customer's own sole negligence.

To the fullest extent permitted by law, Customer shall indemnify, defend and hold SitelogIQ, and its officers, employees, agents and representatives (collectively, the "SitelogIQ Indemnified Parties") harmless from and against any and all claims, damages, losses, costs, judgments or injuries including, but not limited to, reasonable legal fees and expenses (collectively, the "Damages") arising out of Customer's negligent acts or omissions related to the performance of its obligations under this Agreement. Notwithstanding anything to the contrary, in no event shall Customer be responsible for indemnifying the SitelogIQ Indemnified Parties for SitelogIQ's own sole negligence.

Limitation of Liability

SitelogIQ's total liability to the Customer for damages or injury to persons or property that may be caused by or arise through performing any obligation under this Agreement shall be limited only to losses proximately caused by SitelogIQ's negligence or the negligence of its consultants, subcontractors, employees, or agents, and only to the extent of the compensation received by SitelogIQ under this Agreement or available insurance proceeds, whichever is greater. Neither party shall be liable to the other for special, indirect, consequential, incidental, or punitive damages.

This Article 3(K) shall survive the termination and/or expiration of this Agreement.

L. Miscellaneous Provisions

Unless otherwise provided, this Agreement shall be governed by the law of the place where the Facility(ies) are located.

Waivers of Subrogation. The Customer and SitelogIQ waive all rights against each other and against the Contractors, consultants, agents and employees of any of them, for damages, but only to the extent covered by property insurance during construction. The Owner and SitelogIQ each shall require similar waivers from their Contractors, consultants, agents, and persons or entities awarded separate contracts administered under the Owner's own forces.

The Customer and SitelogIQ, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Customer nor SitelogIQ shall assign this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Customer and SitelogIQ and supersedes all prior negotiations, representations or agreements, either written or oral. The terms and conditions of this Agreement may be amended only by written instrument signed by both Customer and SitelogIQ. However, Customer may continue to issue instructions for additional Reports consistent with Article 3(D).

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Customer or SitelogIQ.

Unless otherwise provided in this Agreement, SitelogIQ and SitelogIQ's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

If a party ("performing party") shall be unable to reasonably perform any of its obligations under this Agreement due to acts of God, war, hostilities, revolution, rebellion, insurrections, riots, strikes, walkouts, lockouts, industrial or labor actions or disputes of a regional or national nature, supply change disruptions, changes in applicable law after execution of this Agreement that materially impact either party's ability to perform under this Agreement, plagues, epidemics, pandemics, outbreaks of infectious disease, or similar events, this Agreement shall at the other party's option (i) remain in effect but said performing party's obligations shall be suspended until the said events shall have ended; or, (ii) be terminated upon ten (10) days notice to the performing party, in which event neither party shall have any further liability to the other. Upon such termination, SitelogIQ shall recover as its sole remedy payment for Services or work properly performed in connection with the terminated portion of the Services or work and actual costs associated with termination of subcontracts.

IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 2025.

CUSTOMER: SCHOOL DISTRICT

_____
Printed Name and Title

_____
Signature

SITELOGIQ ENERGY SERVICES, INC.

_____
Printed Name

_____
Title

_____
Signature

Federal Identification No. 80-0197145

FIRE | SECURITY | ACCESS | VIDEO | AUTOMATION | MONITORING

PYE • BARKER
FIRE & SAFETY • EST. 1946

proposal

Prepared By:

Keystone - Sales
Wayne Becker
VP of Business Development
433 Industrial Drive
North Wales, PA 19454
(610)-509-9731
(610)-439-1600
Wayne.Becker@PyeBarkerFS.com

Bogen Nyquist System
1044 West Main Street
Stroudsburg, PA 18360
Proposal 290806-1-0

Submitted: 6/11/2026

Stroudsburg Area School District
Joseph Curran
(570)-421-1990
jcurran@sburg.org

800.927.8610 • WWW.PYEBARKERFS.COM

The Leader in Fire, Life Safety, and Security Solutions

SCOPE OF WORK

We appreciate this opportunity to provide a Costars proposal for the furnishing and installation of a 4 Zone Bogen Nyquist system for the B. F. Morey Elementary School as requested and described herein. This proposal is based on Costars contract #040-E22-130.

1. Pye-Barker Fire & Safety (PBFS) shall furnish and install a new Bogen Nyquist IP-based paging system to replace the existing Multicom 2000 headend system at Morey Elementary School. The system shall provide integration with the customer-provided Viking emergency tone system for euro siren playback over the paging system.
2. PBFS will perform the following:
    1. Remove the existing headend paging equipment and turn it over to the School District for disposal.
    2. Reuse all existing speakers and speaker circuits.
    3. Reuse the existing clock system.
3. Equipment Furnish & Installation
    1. (1) Bogen Nyquist Controller with System Software (requires network drop by others if not existing).
    2. (2) Bogen IP Zone Amplifiers configured for a 4-zone paging system. Final zone layout TBD based on existing cabling and school layout. Requires two (2) network drops by others if not existing.
    3. (1) Admin Console with Web GUI Interface (requires PoE network drop by others if not existing).
    4. (1) Matrix Mixer Pre-Amplifier for audio source integration (requires network drop by others if not existing).
    5. (1) I/O Controller for existing input/output relays (requires PoE network drop by others if not existing).
    6. (1) Rack-Mounted UPS Battery Backup to provide emergency power to system headend equipment.
    7. (1) All-Call Push-to-Talk Microphone at the headend location (reusing existing cabling where possible).
    8. (1) Emergency Lockdown Button with protective cover at the headend location.
    9. (1) VoIP Phone Adapter (ATA) for integration with the existing telephone system if not VoIP/SIP. network drops by others if not existing.
    10. (1) wall mounted, swing open rack to replace the existing.
4. System integration will be coordinated with School District IT/networking staff.
5. SD/Others shall provide and manage:
    - All required 120V power.
    - All required active network drops.
    - All required network connections, switches, and PoE switch ports.

Exclusions

1. The following items are not included in this scope of work and shall be by others:
    - Cabling, conduit, core drilling, raceways, or wire pulling.
    - Patching, painting, or other finish work.
    - Network switches, PoE switches, or network configuration.

Assumptions & Conditions

1. This proposal assumes that all existing building infrastructure, speakers, clocks, and cabling intended for reuse are in adequate working condition.
2. If any reused equipment, wiring, or infrastructure is found defective or unsuitable, additional parts and labor will be required.

3. Any such changes will be documented and submitted to the Owner as a Change Order for written approval prior to additional work being performed.
4. PBFS will not proceed with out-of-scope work without prior written authorization from the Owner.

Deliverables

1. Fully functional Bogen Nyquist Zone Paging System headend installation.
2. Integration with existing speaker.
3. Integration with the District's phone system via ATA.
4. Owner training on system operation via admin console and web GUI.

Bogen Nyquist Headend Upgrade

QTY	Manufacturer	Description
1	Bogen Communications LLC	NYQUIST IP PAGING SYSTEM - SYSTEM CONTROLLER (H/W ONLY)
1	Bogen Communications LLC	NYQUIST C4000 SERIES SYSTEM SOFTWARE LICENSE - BUNDLE 2 (9 ZONES/1 CCL PK/3YR S/W UPDATES)
1	Bogen Communications LLC	NYQUIST IP PAGING SYSTEM - ADMIN IP PHONE - COLOR TOUCH DISPLAY
1	Bogen Communications LLC	NYQUIST IP PAGING SYSTEM - 4-CH MATRIX MIXER PRE-AMPLIFIER
1	Bogen Communications LLC	NYQUIST IP PAGING SYSTEM - I/O CONTROLLER, 8 DRY CONTACT CLOSURE INPUTS, 8 OC RELAY DRIVER OUTPUTS
2	Bogen Communications LLC	NYQUIST IP PAGING SYSTEM AMPLIFIER, 70V (1Ch x 120W) / 25V (2Ch x 60W) 1RU IP Power Amp Gen2
1	Bogen Communications LLC	NYQUIST APPLIANCE 1U RACK MOUNT KIT, TYPE-1
1	Bogen Communications LLC	NYQUIST APPLIANCE 1U-2U RACK MOUNT KIT, TYPE-3
1	Bogen Communications LLC	NYQUIST APPLIANCE 1U-2U JOINING BRACKET
1	Bogen Communications LLC	MICROPHONE, DESKTOP, PUSH-TO-TALK, DYNAMIC CARDIOID
2	STI	SHELL: BLUECOVER: MOMENTARY STOPPER STATION- LOCKDOWN
1	Grandstream	Grandstream Hybrid ATA with FXS and FXO Ports (HT813)
3	SIEMON	Prewired Block, S66, M Series 4x50, 50 Pair, Wire Wrapped, (2) 25 Pair Female Connectors, S89D Stand off Bracket, Bridged
3	SIEMON	Cover, S66, M Series 4x50, Hinged Cover, Orange Cover
1	System Sensor	Multi Voltage Single 2 Form C (DPDT) Relay with Red LED
1	Mean Well	24Vdc Wall Plug-In Adaptor North American Type Plug 24V 1.04A
0.5	Westpenn Wire	18/2 stranded cable unshielded 500'
1	CyberPower	UPS 1500VA 1000W, 120VAC
1	Lowell	7RU Wall Mounted Rack Cabinet
1	Miscellaneous	Install Hardware, Patch Cable, Rack Panels, Etc.

System Investment

Total Proposal Amount **$22,332.00**

THIS IS NOT AN INVOICE. DO NOT PAY. INVOICE TO BE PROVIDED.

SYSTEM TOTAL	$22,332.00

Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted (subject to credit approval.) You are authorized to do the work as specified.

Pricing is valid for 7 days from the date proposal was submitted to contractor/customer.

Progress Billing will be applied to this proposal.

Stroudsburg Area School District	Keystone - Sales
Company Date	Company Date
Authorized Signature	Authorized Signature
Printed Name Title	Printed Name Title
(570)-421-1990	(610)-439-1600
Phone Fax	Phone Fax
jcurran@sburg.org	Wayne.Becker@PyeBarkerFS.com
Email	Email
0	
Purchase Order Number	

TERMS AND CONDITIONS

This proposal is subject to the Pye-Barker General Terms and Conditions located at https://pyebarkerfs.com/generalterms. By signing or receiving services under this proposal, you acknowledge that you have reviewed such terms and conditions and that they will be incorporated into the proposal by reference. This proposal, including the incorporated General Terms and Conditions, contains the complete and final agreement between the parties with respect to the subject matter hereof.

3300 N. 3rd Street
Harrisburg, PA 17110
P: 717.238.5737

August 6, 2026

Dr. Cosmos Curry, Superintendent
Stroudsburg Area School District
123 Linden Ave.
Stroudsburg, PA 18360

RE: Grant Writing & Advocacy Services

Dear Dr. Curry:

It was a pleasure discussing grant opportunities that could benefit the Stroudsburg Area School District, including the Public School Facility Improvement Grant (PSFIG), the Redevelopment Assistance Capital Program (RACP), and other alternative funding programs.

SitelogIQ is pleased to provide this proposal for grant writing, advocacy and consulting services in connection with helping to identify, secure and implement grant funds available to Pennsylvania public schools for facility improvements. This proposal reflects the interests of SitelogIQ in supporting the school district with a successful grant award through this program or others identified through our relationship.

Scope of Services

SitelogIQ will coordinate with the district regarding current facility needs and determine applicable grant programs to support funding facility improvements. Our services will include identifying grant opportunities, preparing grant applications and necessary supporting documentation, design considerations, project estimating, and any other necessary information advantageous to a successful grant application. Additionally, SitelogIQ will work with district administrators, board members and community leaders to advocate for project awards. This may include but is not limited to: (1) scheduling school visits or project meetings with elected officials; (2) media outreach such as project press releases or social media; (3) letters of support from appropriate public stakeholders. SitelogIQ will utilize its in-house government affairs professionals, as well as contracted government affairs firm(s) to complete the aforementioned tasks.

The timeframe of this engagement will coincide with the time it takes to prepare, submit, and advocate for the grant application(s) identified within our relationship.

Fee Summary

Our proposed fee to complete the services outlined above is success-based. SitelogIQ proposes a success fee equal to 4% of the amount of each grant awarded to the school district, commensurate with our level or effort for each grant opportunity:

2% Identifying and preparing applications
2% Advocacy and outreach

Please note that any fee paid to SitelogIQ cannot be paid out of funds awarded to the school district under that grant. The fee to SitelogIQ must be paid for from other school district funds. SitelogIQ would waive our fee related to a successful grant award if selected as the district's building partner for project implementation, either through a professional services agreement or energy savings agreement.

SitelogIQ appreciates this opportunity to provide you with our approach and fee for grant writing and advocacy services at Stroudsburg Area School District. If you require additional information or have any questions, please feel free to contact Wayne Brookhart 717-514-5957, wayne.brookhart@sitelogiq.com.

Sincerely,

SITELOGIQ

Wayne Brookhart
Senior Business Consultant

By my signature below, I indicate acceptance of this proposal on behalf of the school district.

_____
Name & Title

_____
Signature

_____
Date



STROUDSBURG HIGH SCHOOL
www.sburg.org
Phone (570)421-1991
Fax (570)424-1383
11100 W. Main Street, Stroudsburg, PA 18360
Mr. Jeffrey Sodl, Principal
Mr. Clint Davis, Assistant Principal
Mr. Mark Powell, Assistant Principal
Mrs. Jane Endress, Assistant Principal
Mr. Richard Baker, Director of Athletics and Activities

Student- Athlete & Parent Code of Conduct Agreement

Stroudsburg Area School District

School Year:_____

Sport(s):_____

Purpose

Participation in athletics is a privilege. Student-athletes and parents/guardians are expected to demonstrate integrity, sportsmanship, respect, and responsibility at all times. By signing this agreement, all parties acknowledge their commitment to maintaining a positive educational and athletic environment.

Student- Athlete Expectations

As a student athlete, I agree to:

1. Represent my school, teammates, coaches, and community with pride, integrity, and good sportsmanship.
2. Follow all school, athletic department, league, and PIAA rules and regulations.
3. Treat teammates, coaches, officials, opponents, spectators, and school staff with respect.
4. Display appropriate behavior during practices, competitions, team travel, and school sponsored events.
5. Attend practices, meetings, and contests on time and communicate promptly with my coach regarding absences.
6. Refrain from use of profanity, bullying, harassment, hazing, discrimination, or any form of intimidation.
7. Maintain academic eligibility and demonstrate positive behavior in the classroom.
8. Properly care for and return all school issued equipment and uniforms.
9. Refrain from the use, possession, or distribution of alcohol, tobacco, nicotine products, vaping devices, illegal drugs, or performance enhancing substances.
10. Accept coaching decisions respectfully and support teammates regardless of playing time.
11. Use social media responsibly and avoid posting content that reflects negatively on myself, my team or the school.
12. Report any safety concerns, bullying, hazing or violations of this agreement to a coach or school administrator.

Parent/ Guardian Expectations

As a parent/guardian, I agree to:

1. Promote good sportsmanship and model respectful behavior.
2. Treat coaches, officials, student-athletes, spectators, and school personnel with dignity and respect.
3. Allow coaches to coach and officials to officiate without interference.
4. Support my child regardless of playing time, position, or statistics.
5. Address concerns through the school's chain of communication:
    a. Student Athlete
    b. Coach
    c. Head Coach (if applicable)
    d. Athletic Director
    e. Building Administration
6. Refrain from confronting coaches, officials, or athletes before, during, or immediately after contests.
7. Never engage in abusive language, threats, intimidation, or inappropriate conduct at the school events or on social media.
8. Ensure my child arrives on time and is prepared for practices and competitions.
9. Support school policies regarding eligibility, attendance, discipline, transportation and athletic participation.
10. Help foster a positive experience for all student athletes.

Social Media Expectations

Student athletes and parents understand that online behavior reflects on the athletic program. Posts containing profanity, harassment, bullying, threats, discriminatory language or content that damages the reputation of the school or athletic program may result in disciplinary actions and will not be tolerated.

Consequences for Violations

Violations of this Code of Conduct may result in disciplinary action, including but not limited to:

- Verbal or Written warning
- Parent/coach/administrator conference
- Suspension from practices or contests
- Removal from team activities
- Restitution for damaged or unreturned equipment or items.
- Removal from athletic program
- Additional school discipline when applicable

Disciplinary decisions will be made by the coaching staff and/or Athletic Director in accordance with school policies.

Acknowledgement

By signing below, we acknowledge that we have read, understand, and agree to abide by this Student Athlete and Parent Code of Conduct. We understand that participation in Interscholastic Athletics is a privilege and that failure to comply with these expectations may result in disciplinary actions.

Students Athletes Name:

_____ _____ _____

(print) (Signature (Date)

Parent/Guardian:

_____ _____ _____

(print) (Signature (Date)

_____

(Relationship to Student Athlete)

The Stroudsburg Area School District, an equal opportunity employer, will not discriminate in employment, educational programs or activities, based on race, sex, handicap, or because a person is a disabled veteran of the Vietnam Era. This policy of nondiscrimination extends to all other legally protected classification. Publication of this policy is in accordance with State and Federal Laws including Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and Title VI and VII of the Civil Rights Act of 1964. We further affirm that all curriculum offerings and student enrollment practices will be handled without discrimination based on sex, race, religion, national origin, or non-job related handicaps or disabilities. Inquiries are to be directed to the Assistant Superintendent for Personnel and Personnel Services, 503-204 Title IX - Title VI Coordinator, 123 Linden Street, Stroudsburg, PA 18360. Phone (570) 421-1990. 9/30/99