

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, July 20, 2015  
Manor Middle School – Board Room

### **EXECUTIVE SESSION**

<b>6:15</b>	Superintendent's Evaluation
<b>6:30</b>	Personnel
<b>6:35</b>	Student Matter

### **COMMITTEE OF THE WHOLE**

**7:00**

CALL TO ORDER: Mr. Long

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, August 3, 2015 at 7:00 p.m. in the board room at Manor Middle School

ROLL CALL:

APPROVAL OF MINUTES: June 15, 2015  
<http://www.pennmanor.net/boardminutes/>

CITIZEN'S COMMENTS: Name and Address

### **BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS**

**Item 1.** Open Campus Update – Mrs. Lugar  
(7:15 – 7:35)

*Explanation: Mrs. Lugar will update the board on Open Campus related items from the 2014-2015 school year and plans for the coming year.*

#### **Information Only**

**Item 2.** Open Source in Education Film – Mr. Reisinger  
(7:35 – 7:55)

*Explanation: Mr. Reisinger will update the board on the Penn Manor High School 1:1 Student Laptop Program documentary film created by Red Hat.*

#### **Information Only**

**Item 3.**  
(7:55 – 8:15)

**Construction Update** – Dr. Leichter, Dr. Egan, & Mr. Johnston

*Explanation: The administrative team will provide an update to the board on summer projects including planning for Conestoga, progress at Pequea Elementary, and other capital projects.*

**Information Only**

**Item 4.**  
(8:15 – 8:30)

**State Budget Update** - Dr. Leichter & Mr. Johnston

*Explanation: The current status of the state budget process and implications for the Penn Manor budget will be reviewed.*

**Information Only**

**ADJOURNMENT**

**SCHEDULING AN APPEARANCE ON THE AGENDA**

Any individual or group wishing to address the Board of School Directors may do so at each meeting during the agenda item titled Citizen's Comments. At this time the President will ask if any district resident or taxpayer wishes to address the Board of School Directors. If so, the following procedures shall be followed:

- The resident or taxpayer wishing to speak will be recognized by the chair and then state his/her name and address.
- The speaker may choose to speak at that time or request a delay until specific agenda item is before the Board of School Directors for consideration.
- Comments shall be limited to no more than five minutes.
- The chair may limit repetitive comments.
- The right to comment is for the purpose of addressing the Board of School Directors, not for asking questions of the directors or persons employed by the Penn Manor School District.
- Vulgar, abusive, obscene, profane language, defamatory remarks will not be permitted.

Agenda – School Board Meeting  
Penn Manor School District  
Monday, July 20, 2015  
Manor Middle School – Board Room  
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE                      Mr. Long

FLAG SALUTE:                              Mr. Long

NEXT MEETING:                              The next scheduled meeting of the Penn Manor School Board will be held on Monday, August 3, 2015 following the Committee of the Whole meeting.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES:                      June 15, 2015  
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

TREASURER’S REPORT:                      June 2015

PAYMENT OF BILLS:                              June 2015  
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$ \$9,858,431.09
Cafeteria Fund	\$ 165,412.77
Capital Reserve Fund	\$ 652,845.38
2012 Construction Fund	\$ 196,432.78
Student Activity Fund	\$ 45,772.95

**Item 1.**        **Consent Agenda for Administrative Actions** – The administrative staff is recommending approval of the following: (ROLL CALL)

- A.     Western PA School for the Deaf Transportation Contract for services to transport students to the Western PA School for the Deaf for 2015-2016. Annual cost is \$5,500 per child.

*Explanation: Students receiving instruction at the Western PA School for the Deaf require transportation to the school's location in Pittsburgh. Students are transported by the IU13 to a WPSD location in Camp Hill. This contract is to get the students from Camp Hill to Pittsburgh and back. Transportation from the student's home to Camp Hill and back is billed through the IU13 transportation program.*

- B.     CAFCO Bids Vendors for 2015-2016

Feeser's	\$ 181,913.31
US Foods	\$ 410,588.42

*Explanation: CAFCO is the annual IU13 food services bid.*

- C.     Manor MS Paving & Tennis Court Repairs Change Orders as cited (pages 6-11)

Change Order 1	increase of \$2,645.00
Change Order 2	increase of \$7,250.00
Change Order 3	increase of \$2,560.00

*Explanation: Change orders occur as part of the construction process. The changes listed will increase the contract amount by \$12,455.*

- D.     Disposal of Maintenance Equipment

2003 FORD F-250 PICKUP TRUCK –VIN # 32090  
2001 CHEVROLET EXPRESS PASSENGER VAN-VIN# 67535  
2001 CHEVROLET EXPRESS 3500 BOX TRUCK- VIN# 01195

*Explanation: The administration recommends disposal of equipment formerly used by the Maintenance Department. Sealed bids will be accepted.*

- E.     Agreement for Testing & Inspections to be performed by Quality Assurance Plus as part of the Pequea Elementary Renovation Project as cited. (pages 12-21)

*Explanation: As in previous projects, Quality Assurance Plus will be conducting the testing, inspecting and monitoring various aspects of the renovation project.*

- F.     PlanCon F for the Pequea Renovation Project.

*Explanation: PlanCon F for the Pequea project has been reviewed and approved by PDE. As per instructions, approval is to be entered into the minutes of the school board meeting.*

G. Acceptance of Donation to the Athletic Department

*Explanation: Monetary donations totaling \$280 were received by the Penn Manor Athletic Department in memory of Gladys Charles. Funds will be used for the purchase of weight room equipment at Penn Manor High School.*

H. Infrared Roof Analysis to be performed by Weatherproofing Technologies, Inc (WTI) as cited. (pages 22-24)

*Explanation: WTI will conduct an infrared roof scan analysis at Pequea, Conestoga and Eshleman Elementary Schools and will provide a written report with findings and restoration/replacement recommendations and budgets.*

I. Energy Management Program Service Agreement with Water Treatment by Design, LLC to service systems at Central Manor, Eshleman, Letort, Martic, Marticville Middle and Manor Middle from 7/1/2015 through 6/30/2016 as cited. (see pages 25-26)

*Explanation: To provide chemicals and equipment necessary to maintain appropriate levels during the contract period.*

J. Rettew Engineering Change Order as cited (see pages 27-28)

Change Order 1      increase of \$14,600.00

*Explanation: Additional services are required for the removal of the underground storage tanks at the Temple Avenue location. The changes listed will increase the contract amount by \$14,600.*

K. Consulting Agreement with David Davare to perform compensation analysis.

*Explanation: To conduct an analysis of the salary matrix for professional staff at \$100 per hour.*

L. Approval for the Richard L. Hibshman Driving School to administer behind the wheel driver training instruction to students in the Penn Manor School District.

*Explanation: The Pennsylvania Department of Transportation requires that private driving schools have an agreement with local school districts in order to operate. There is no cost to the district for this program. Penn Manor provides the classroom portion for driver safety education in the 10th grade physical education classroom. Parents who wish to complete the driver education program with behind the wheel instruction must seek out and pay a private driving school for this portion of the driver certification program.*

M. Hambricht Elementary School Project Change Orders as cited (pages 29-31)

Change Order 6 – deduct      \$2,273.73      Hirneisen Electric, Inc

Change Order 7 – deduct	\$3,000.00	Hirneisen Electric, Inc
Change Order 8 – add	\$4,106.39	Hirneisen Electric, Inc

*Explanation: Electrical construction change orders occur as part of the Hambright construction process. The changes listed will have a net reduction of \$1,167.34 to the Electrical Construction contract.*

- N. Sale and Disposal of Kitchen Equipment from Temple Avenue Property to Alberto Flores.

*Explanation: Removal of additional old kitchen equipment and fixtures for \$1,000. Mr. Flores will cover the cost of electrical and plumbing contractors associated with the disposal of the equipment.*

- O. Environmental Testing for Conestoga Elementary School as cited. (pages 32-34)

*Explanation: EHC Associates to provide short term testing as per the attached proposal.*

**Item 2.      Consent Agenda for Personnel – The administrative staff is recommending approval of the following: (ROLL CALL)**

- A. Employment and Change in Status of the individuals listed per the effective date for the 2015-2016 school year (pages 35-36)
- B. Curriculum Writing – The administrative staff is recommending the approval of the following individuals to be paid at the professional rate to perform secondary curriculum writing:

English - Angela Galgon, Jaime Gehres, Erica Kopp, Elizabeth Muehlbach, Colleen Sohl, Chris Telesco, Lisa Angelucci, Sara Evans-Bodde  
Middle School Math - Daryn Vinson, Patricia Paparo, Maricia Kligge, Catherine Zalit  
Elementary School Math - Danielle Gwyn, Lisa Suydam, Jenna Moyer, Tanya Johnston, Beth Mitchell, Richard Bodde  
Social Studies - Rich Brenton  
Science - Tonya Beck, Erick Dutchess, Matthew Fox, Tresa Kirk, Kyle Bulicz, Katie Beaver, Joshua Bressler  
Technology Education - Molly Miller, John Brubaker, Barry Groff

- C. Saturday School and/or after School Detention for the 2015-2016 school year

Michelle Dowd	Jim McGlynn
Erick Dutchess	Jeremy Nesmith
Matt Fox	Dave Ohl
Doug Kramer	Brian Osmolinski
Jen Kroesen	Heather Paquette

- D. 2015-16 Athletic Workers as listed (see page 37)

- E. Leaves to the individuals according to the terms listed:

Professional Employee:

*Employee E1*- Family Medical - October 26, 2015 – January 17, 2016

Classified Employees:

*Employee E51* – Designated Family Medical – April 13, 2015 – June 22, 2015

*Employee D52* - Designated Family Medical - May 19, 2015 – June 1, 2015

- F. Mentors for the 2015-2016 school year as listed (see page 38).

*Explanation: All new teachers and teachers changing positions are assigned a mentor. This is required by the Pennsylvania Department of Education. It is also required as part of the New Teacher Induction Plan in the EStrategic Plan.*

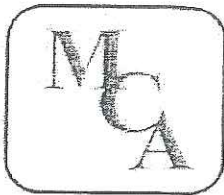
- G. Board Secretary Services – The administrative staff is recommending approval for Cindy Rhoades to receive \$3,110 for her services as Board Secretary for the 2015-2016 school year.

## ADJOURNMENT

### SCHEDULING AN APPEARANCE ON THE AGENDA

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**CONSTRUCTION**

**General Contractors/Construction Services/Design-Build**  
**22A East Roseville Road, Lancaster, PA 17601**

June 11, 2015

Mr. Dennis Coleman  
Penn Manor School District  
2950 Charlestown Rd.  
Lancaster, PA 17603

Re: Manor MS Paving & Tennis Court Repairs  
MCA Proposal No. 1

Dear Denny:

Per your request, for the lump sum amount of TWO THOUSAND SIX HUNDRED FORTY FIVE AND 00/100 DOLLARS (\$2,645.00), we propose to make repairs to the broken 18" HDPE Pipe(s) at the yard inlet adjacent to the north drive (see attached plan for location).

This proposal is based on and includes the following:

- Excavate / Expose 20 LF of Existing HDPE Pipe as required to repair connection.
- (2) each 18" HDPE Repair Couplings.
- Aggregate Bedding and Cover.
- Earth Backfill.
- Seeding of disturbed area.
- Repairs being done in the same time period that sidewalk /curb demolition is being done.

This proposal does not include rock removal, unsuitable soils, contaminated materials, soil testing, and any sinkhole repair. If required, this will be additional cost.

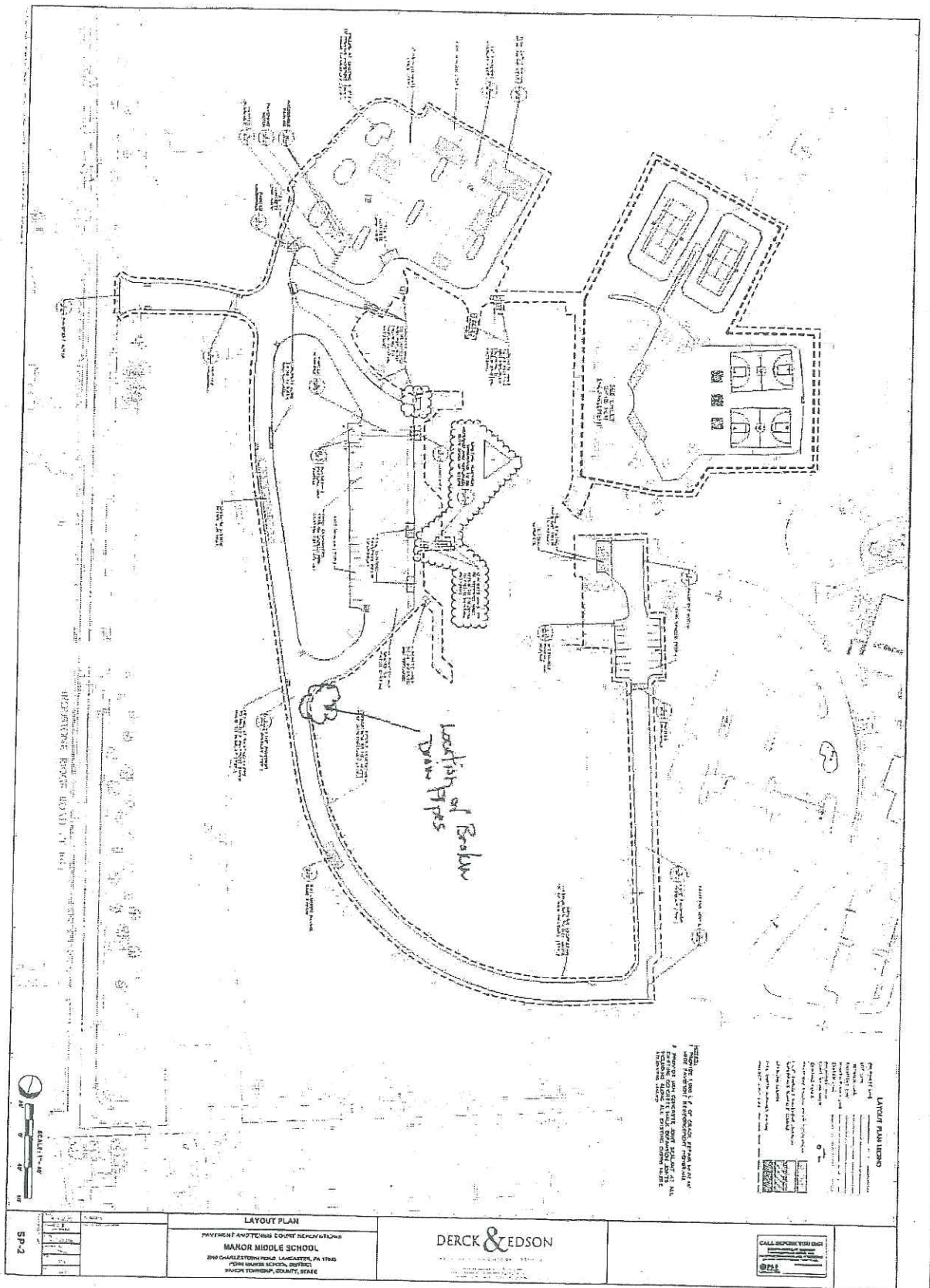
Please advise if we should proceed with this additional work.

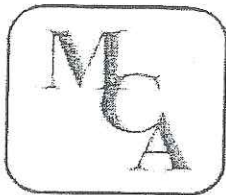
Sincerely,

MCA CONSTRUCTION

Michael E. Boyce  
President







**CONSTRUCTION**

**General Contractors/Construction Services/Design-Build**  
**22A East Roseville Road, Lancaster, PA 17601**

June 17, 2015

Mr. Dennis Coleman  
Penn Manor School District  
2950 Charlestown Rd.  
Lancaster, PA 17603

Re: Manor MS Paving & Tennis Court Repairs  
MCA Proposal No. 2

Dear Denny:

Per your directive and authorization, for the lump sum amount of SEVEN THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$7,250.00), we propose to remove and replace additional sidewalk at two areas near the Administration Office Entrance, as shown in red on the attached reduced size Drawing SP-2.

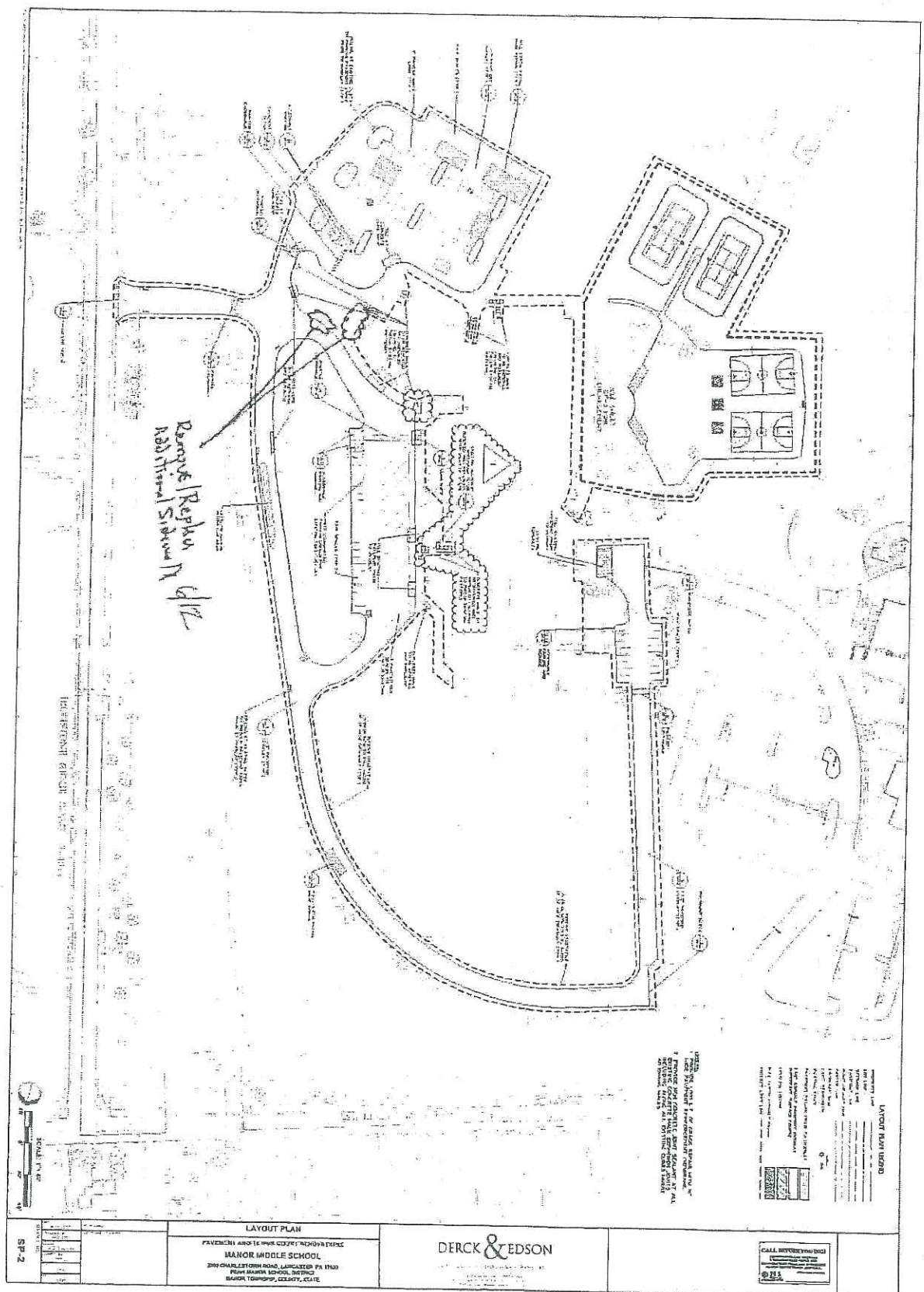
This proposal includes removal of concrete material off-site.

As directed, we are proceeding with this additional work.

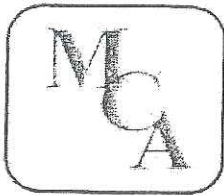
Sincerely,

MCA CONSTRUCTION

Michael E. Boyce  
President







**CONSTRUCTION**

**General Contractors/Construction Services/Design-Build**  
**22A East Roseville Road, Lancaster, PA 17601**

June 17, 2015

Mr. Dennis Coleman  
Penn Manor School District  
2950 Charlestown Rd.  
Lancaster, PA 17603

Re: Manor MS Paving & Tennis Court Repairs  
MCA Proposal No. 3

Dear Denny:

Per your directive and authorization today, for the lump sum amount of TWO THOUSAND FIVE HUNDRED SIXTY AND 00/100 DOLLARS (\$2,560.00), we propose to remove and replace additional sidewalk near the Main School Entrance, as shown in red on the attached reduced size Drawing SP-2. Additional area of removal is 20' long x 8' wide.

This proposal includes removal of concrete material off-site.

As directed, we are proceeding with this additional work.

Sincerely,

MCA CONSTRUCTION

Michael E. Boyce  
President



# Standard Form of Agreement Between Owner and Quality Assurance Agent

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.

AGREEMENT made as of the Eighth day of June in the year  
Two thousand and fifteen.  
(In words, indicate day, month, and year)

BETWEEN the Owner:  
(Name, address and other information)

PENN MANOR SCHOOL DISTRICT  
2950 Charlestown Road  
Lancaster, PA 17603

the Quality Assurance Agent (hereinafter known as the QAA):  
(Name, address and other information)

Q.A. +, Inc.  
t/a QUALITY ASSURANCE PLUS  
Architecture & Engineering / Building Performance Consultants  
401 East Winding Hill Road  
Suite 200  
Mechanicsburg, PA 17055

For the following Project:  
(Include detailed description of Project, location, address and scope.)

PENN MANOR SCHOOL DISTRICT  
Pequea Elementary School  
802 Millwood Road  
Willow Street, PA, 17584

The Owner and the QAA agree as follows.

## ARTICLE 1 QUALITY ASSURANCE AGENT'S SERVICES

The QAA shall administer the "Owner's Quality Assurance Program," consisting of testing and/or inspection activities identified in Subparagraph 1.1 and as set forth in Exhibit "A", Scope of Work. The QAA shall coordinate the Owner's Quality Assurance Program in conjunction with all Project activities, and shall serve as the Owner's representative with regard to the Owner's Quality Assurance Program. Testing and inspections shall be performed by the QAA's Consultants identified in Exhibit "A".

The QAA's services shall include (a) bidding and documenting bid results for testing and inspection services,\*see Article 1.2, (b) coordinating and administering testing and inspection services, including reviewing all test and inspection results (c) preparing monthly reports for the Owner based on testing and inspection results, and (d) immediately notifying the Owner in the



event the QAA believes or reasonable should believe that tests or inspections were not properly performed or that work by trade contractors is deficient.

#### 1.1 QUALITY ASSURANCE PROGRAM TESTING (REQUIRED)

The Owner's Quality Assurance Program includes the following testing and inspections, as more specifically detailed on Exhibit "A", Scope of Work, attached hereto.

- A. Soils & Earthwork Testing
- B. Building Structure Testing
- C. Testing, Adjusting, & Balancing
- D. Building Structure (IBC Inspection)
- E. Monthly Reporting & Distributions

#### QUALITY ASSURANCE PROGRAM TESTING (RECOMMENDED)

- F. HVAC: Commissioning
- G. Indoor Air Quality Monitoring

#### 1.2 SEE EXHIBIT A - SCOPE OF WORK

The QAA recommends that the Owner include the following testing in it's Quality Assurance Program. However, unless these services are specifically included on Exhibit "A", Scope of Work, the services shall not be included in the Scope of Work. If these services are not initially included in the Scope of Work, the Owner may request such services through a Change Order executed by the Owner and the QAA.

\* All bid results in Exhibit A are estimated costs, the amounts are not to exceed. If the Scope of Work is not used, the owner will not be billed. If Additional Scope of Work is needed for the project, QA+ will notify the owner in writing of non-scope work before adding additional Scope of Work.

<u>TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND QUALITY ASSURANCE AGENT</u>
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## ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the QAA shall be entitled to rely on the accuracy and completeness thereof. The QAA shall not be responsible for any costs or damages, including delay, that result from the Owner's failure to provide the information referred to herein in a timely manner.

2.1 The Owner shall designate in writing a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the QAA in order to avoid unreasonable delay in the orderly and sequential progress of the QAA's services. The QAA shall not be responsible

for any costs or damages, including delay, that result from the Owner's authorized representative's failure to render decisions in a timely manner as contemplated herein.

### **ARTICLE 3 USE OF CONSULTANT'S DOCUMENTS**

- 3.1 The documents prepared by the Consultant, as defined in paragraph 9.1 hereof, for this Project are instruments of the Consultant's service for use solely with respect to this Project; and, unless otherwise provided, the Consultant shall be deemed the author of these documents, and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Consultant's documents for the Owner's information, reference and use in connection with the Project.

### **ARTICLE 4 ARBITRATION**

- 4.1 Any claim, disputes or other matters up to a value of \$200,000.00 in question arising out of or relating to this Agreement or breach thereof shall be subject to binding arbitration at the sole discretion and election of Owner. Owner must elect arbitration either before initiating litigation or within 30 days of service of original process of litigation upon Owner. Owner's failure to elect arbitration in writing within 30 days of service of original process shall constitute Owner's waiver of its right to elect arbitration.
- 4.2 In any arbitration proceeding commenced pursuant to this Agreement, the parties shall be entitled to conduct pre-hearing discovery for a period of ninety (90) days, which discovery may include depositions, written requests for the inspection and reproduction of relevant documents or tangible things. Responses to written interrogatories and document requests shall be served within thirty (30) days of service thereof. With respect to expert testimony and discovery related thereto, Rule 4003.5 of the Pennsylvania Rules of Civil Procedure shall apply. The arbitrators shall have the authority to issue appropriate orders to enforce the parties' entitlement to discovery hereunder and, upon disobedience of any such order, may prohibit the disobedient party from introducing in evidence designated documents, things, or testimony.
- 4.3 Claims, disputes and other matters in question between the parties that are decided by arbitration shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The Owner's demand for arbitration must be filed in writing with the other party to this Agreement,



other parties joined in the arbitration, and the American Arbitration Association.

- 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- 4.5 The parties will be obliged to include, as a party of any arbitration proceeding, by joinder or consolidation, all persons or entities not a party to this Agreement to the extent necessary for the resolution of the matter in controversy. All contracts relating to this project shall include this provision. Joinder or consolidation of necessary or interested parties shall be a condition precedent to the obligation to arbitrate, and either party's good faith inability to join or consolidate as set forth hereunder shall allow the party to initiate litigation.
- 4.6 In the event a dispute arising under this Agreement is not arbitrated, the parties agree that it shall be subject to a bench trial in the Court of Common Pleas of Pennsylvania, and the parties waive the right to a jury in such proceeding.

#### **ARTICLE 5            TERMINATION OR SUSPENSION**

The Owner may, at any time, terminate this agreement for the owner's convenience and without cause. Upon receipt of written notice, given not less than fifteen (15) days prior to the effective date of termination from the Owner of such termination, QAA shall:

- .1 Cease operations as directed by the Owner in the notice;
- .2 Take such actions necessary, or that the Owner may direct, to protect and preserve the work;
- .3 Except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and enter into no further subcontracts unless otherwise directed by Owner.

Upon such termination for convenience, QAA shall be entitled, as its sole remedy to those damages set forth in 5.3.

Further, Owner may, with or without cause, provide written notice to QAA to suspend, delay or otherwise interrupt the performance of the services identified in this Agreement, in whole or in part, for a period not to exceed ninety (90) days.

In the event of such suspension, an equitable adjustment shall be made for actual increases in cost of performance of the Agreement, including profit and overhead on such increased costs, due to suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been suspended, delayed or interrupted due to QAA.

- 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail to

materially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when undisputedly due the QAA for services and expenses, the QAA may, upon fifteen days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the QAA within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the QAA shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. If the Owner disputes any bill in good faith, then the Owner agrees to pay all amounts of any bill not disputed in good faith as provided for herein.

5.3 In the event of termination not the fault of the QAA, the QAA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

#### ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be governed by the law of Pennsylvania.

6.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

6.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and any applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the QAA's services are substantially completed.

6.4 Except for the assignment in subparagraph 9.1, 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 Owner or QAA.

6.5 Unless otherwise provided in this Agreement or in the event QAA or its consultants introduce, bring or otherwise deliver hazardous substances to the Project site, the QAA and QAA's consultants shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

6.6 The Owner and QAA, 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 the Owner nor the QAA shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The QAA shall execute all consents reasonably required to facilitate such assignment.

## **ARTICLE 7 PAYMENTS TO THE QUALITY ASSURANCE AGENT**

### **7.1 DIRECT PERSONNEL EXPENSES**

7.1.1 Direct Personnel Expense is defined as the direct salaries of the QAA's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. The Direct Personnel Expenses of QAA personnel are set forth in 8.3 herein.

### **7.2 REIMBURSABLE EXPENSES**

7.2.1 Reimbursable Expenses are in addition to the QAA's compensation and include expenses incurred by the QAA and QAA's employees and consultants in the interest of the Project for:

7.2.1.1 Expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;

7.2.1.2 Long-distance communications;

7.2.1.3 Fees paid for securing approval of authorities having jurisdiction over the Project;

7.2.1.4 Reproductions;

7.2.1.5 Postage and handling of documents; and

7.2.1.6 Expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the QAA and the QAA's consultants. Existing insurance coverage or limits currently provided as part of the basic services. The QAA has provided the Owner a Certificate of Insurance reflecting the current coverages in effect at the time the parties enter into this Agreement, and agrees to maintain at least the same level of coverages until three (3) years after substantial completion of the Project. The QAA will require its consultants to provide evidence of insurance

at the time each consultant provides any service to the Owner.

### **7.3 PAYMENTS ON ACCOUNT OF THE QUALITY ASSURANCE AGENT'S SERVICES**

7.3.1 Payments on account of the QAA's services and for Reimbursable Expenses shall be made within 45 days of presentation of the QAA's statement of services rendered or as otherwise provided in this Agreement.

7.3.2 An initial payment as set forth in Paragraph 8.1 is the minimum payment under this Agreement.

### **7.4 QUALITY ASSURANCE AGENT'S ACCOUNTING RECORDS**

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. QAA shall maintain and make available to Owner such records for a period of at least three (3) years from the date of substantial completion.

## **ARTICLE 8 BASIS OF COMPENSATION**

8.1 AN INITIAL PAYMENT OF zero Dollars (\$ 0 ) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

8.2 COMPENSATION FOR THE QAA'S SERVICES, as described in Article 1, Quality Assurance Agent's Services shall be computed as follows:  
(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

QUALITY ASSURANCE PROGRAM TESTING (REQUIRED)		COST
A. Soils & Earthwork Testing		\$42,617.00
B. Building Structure Testing		\$37,301.00
C. Testing, Adjusting, & Balancing		\$52,250.00
D. Building Structure (IBC Inspection)		\$18,046.00
E. Monthly Reporting & Distributions		\$ 3,500.00
<i>Subtotal</i>		<i>\$153,714.00</i>
QUALITY ASSURANCE PROGRAM TESTING		COST
F. Indoor Air Quality Monitoring		\$18,843.00
G. HVAC: Commissioning		\$33,550.00
<i>Subtotal</i>		<i>\$52,393.00</i>
<i>TOTAL</i>		<i>\$206,107.00</i>

8.3 If the services of the QAA are changed as described in Subparagraph 1.1 and the Owner adds services as recommended, the QAA's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Paragraph 8.3, in an equitable manner. There shall be no changes to the scope of services unless done so in writing notifying the owner of changes. In the event that the Owner verbally requests changes in the QAA's scope of services that are not reduced to writing, the QAA shall nevertheless be entitled to increased compensation to reflect the changes in scope.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify the services to which particular methods of compensation apply.)*

Principals	\$107 per hour
Construction Field Director	\$105 per hour
Project Manager	\$90 per hour
Field Representative	\$85 per hour
Clerical Personnel	\$45 per hour

8.4 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in any Article as Reimbursable Expenses, a multiple of ten percent (1.) times the expenses incurred by the QAA, the QAA's employees and consultants in the interest of the Project.

8.5 Payments are due and payable 45 days from the date of the QAA's invoice. Undisputed amounts unpaid 45 days after the invoice



date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the QAA.

*(Insert rate of interest agreed upon.)*

10% per year

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and QAA's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)*

8.6 IF THE SCOPE of the Project or of the QAA's services is changed materially, the amounts of compensation shall be equitably adjusted.

## ARTICLE 9 GENERAL PROVISIONS

9.1 In order to complete the services as identified in this Agreement, the Owner recognizes that the QAA must retain the services of consultants (hereinafter the "Consultants") who will provide engineering or other services identified in Exhibit "A" (hereinafter the "Consultant Services"). The Owner agrees to pay for the Consultant Services at the rates set forth herein. The Owner expressly acknowledges that the QAA assumes no liability whatsoever for any work or service performed by the Consultant, including any and all general, special, or consequential damages caused by or resulting directly or indirectly from any act or omissions of whatever nature by the Consultant. QAA hereby expressly assigns to Owner QAA's rights to pursue any Consultant for any claim that may arise as a result of Consultant's actions or any Consultant Services provided in connection with the Project. This assignment shall not, however, assign QAA's rights to seek contribution or indemnity from any Consultant as a result of any claim raised against QAA that arises from the Project.

9.2 The Owner further agreed not to seek reimbursement from the QAA for any damages or cost the Owner incurs as a result of any act of omission by the Consultant.

9.3 The Owner warrants and represents to the QAA that the Owner will seek damages or any other relief to which the Owner becomes entitled as a result of any act or omission of the Consultant from the Consultant directly, without the involvement of the QAA, except as a fact witness. Under no circumstances shall the Owner seek to join the QAA in any civil or administrative action, mediation or arbitration as a defendant, co-defendant, additional defendant, or as a party of any kind. The Owner agrees it shall not institute any suit, in law or in equity, or any mediation or

arbitration against the QAA for any damages or costs, which are directly or indirectly related to any act or omissions of the Consultant. However, the QAA may institute an action as set forth herein against the QAA for the QAA's violation of any of its duties to the Owner hereunder.

**ARTICLE 10 EVALUATIONS**

10.1 The QAA, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the QAA, to conduct testing and inspection services enumerated in Article 1. The QAA shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

10.2 The QAA shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The QAA shall be responsible for the QAA's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

10.3 The QAA shall at all times have access to the Work wherever it is in preparation or progress.

10.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized or are deemed necessary by the Owner, the Owner shall endeavor to communicate with the QAA's consultants through the QAA.

This agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)  
(Signature)

\_\_\_\_\_  
QUALITY ASSURANCE AGENT

\_\_\_\_\_  
(Printed name and title)

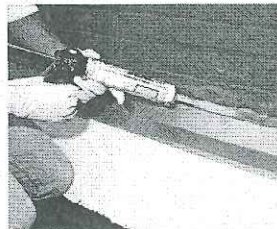
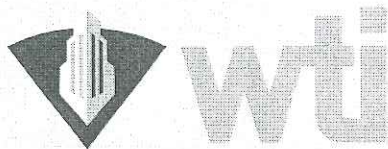
\_\_\_\_\_  
Frank J. DeHaut Jr. President QA+  
(Printed name and title)



# WTI General Services Proposal

## Proposal Prepared for:

**Mr. Denny Coleman  
Penn Manor School District  
2950 Charlestown Road  
Lancaster, PA 17603**



*A Subsidiary of Tremco Incorporated*

3735 Green Road, Beachwood, OH 44122 • [www.tremcoroofing.com](http://www.tremcoroofing.com)

An **RPM** Company

3/28/14



# WTI General Services Proposal

June 25, 2015

Mr. Denny Coleman  
Penn Manor School District  
2950 Charlestown Road, Lancaster, PA 17603

Re: Project Name/Address: Penn Manor School District/2950 Charlestown Road, Lancaster, PA 1760  
Customer (the "Customer"): Penn Manor School District

Dear Mr. Denny Coleman

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

**CONTRACT PRICE:**

\$ 3,159.00 (plus applicable tax) ☐ Labor Only ☐ Time and Materials NTE ☒ Lump Sum

**SCOPE OF WORK (THE "WORK"):**

1. Perform infrared moisture scan at:

Pequea Elementary School -- 8,611 sq. ft.-- Areas 1,5,7,9

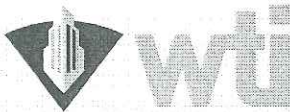
Conestoga Elementary School--31,831 sq. ft.--Area 1, 2B, 4, 6, 7, 8, 9, 10,11, 12

Eshelman Elementary School--44,421 sq. ft.--All Areas

2. All wet areas will be outlined with paint on roof and shown on Cadd roof plan.

3. Provide written report with findings and restoration/replacement recommendations and budgets.

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.



PAGE 1

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An **RPM** Company

3/28/14

# WTI General Services Proposal

## TERMS AND CONDITIONS:

This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at <http://www.tremcoroofing.com/files/share/terms/TandCWTI.pdf>), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Mike Cromwell, Senior Field Advisor, Tremco Roofing and Building Maintenance

## WEATHERPROOFING TECHNOLOGIES, INC.

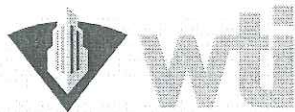
By:  
Title:  
Phone:  
E-mail:

## AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:  
P.O. number (if required):  
Print name:  
Title:  
Date:



PAGE 2

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## WATER TREATMENT BY DESIGN, LLC.

730 Seitz Drive  
Lewisberry, PA 17339

### ENERGY MANAGEMENT PROGRAM

## PENN MANOR SCHOOL DISTRICT

2950 Charlestown Road  
Lancaster, PA 17603

This agreement between Water Treatment By Design, LLC. and Penn Manor School District hereafter referred to as **customer** is subject to the terms and conditions outlined below.

Contract shall be effective for a period of three years, effective when signed by an authorized representative of the customer and an authorized manager of Water Treatment By Design. Upon termination of this agreement, all unused Water Treatment By Design products and equipment shall be returned to Water Treatment By Design in good condition upon effective date of termination. Any merchandise not in working condition will be returned to good condition and the cost of the repair will be the responsibility of the customer. Repair costs shall not exceed the suggested list price of the equipment.

1. This agreement shall be effective 7/1/15 and ending 6/31/18.
2. Under this contract, Water Treatment By Design agrees to service the following systems:

<u>System Location</u>	<u>Description</u>	<u>Service Frequency</u>
Penn Manor School District 2950 Charlestown Road Lancaster, PA 17603	a) Eshleman Ele: One Geothermal sys.	Minimum of quarterly service for the closed loop systems
	b) Letort Ele: One Geothermal sys.	
	c) Marticville: One Geothermal sys.	
	d) Martic Ele: One Geothermal sys.	
	e) Central Manor: One Geothermal sys	
	f) Manor M.S. One hot water with an aluminum condensing boiler and one chilled water closed loop	Monthly service of the cooling tower when in operation
	g) Hambright: One Geothermal sys and one cooling tower sys.	

Hambright will need additional filters a case of the high temperature one micron filters are \$210.00 for a case of 30....l

3. Water Treatment By Design shall provide the following chemicals and equipment necessary to maintain appropriate levels for the contract period:

<u>Chemical provided</u>	<u>Treatment Residual</u>
Formula 6204	600-1200 ppm. (Geothermal sys.)
Formula 6030	100-200 ppm (Tower)
Rocima 586	150-350 ppm/dose (Tower)
UltraKleen Solution 1	150-400 ppm/does (Tower)
Formula 6295	200-300 ppm Al. (Hot water boiler)
Formula 3215	pH 6.5-8.0 (Hot water boiler)

**Recommendations:** Coupon analysis: Manor M.S. two systems twice per year.  
Hot water loop Analysis of Copper, Mild Steel, and Aluminum \$120.00 year  
Condenser System analysis of Copper and Mild Steel \$ 80.00 year  
Two ATP tests per year NO CHARGE

4. Equipment on loan: Two Harmsco HIF-14 one at Letort and one at Eshleman.
5. Water Treatment By Design agrees to make routine on-site calls, prepare water analyses and submit written reports to the customer or his designated agent to coincide with service frequency. We shall make routine physical inventory checks so that chemicals can be furnished as needed. We will make minor adjustments or recommendations for the water treatment equipment and advise the customer of repair when necessary. We will make recommendations to the customer regarding new ways to improve treatment programs as new technologies become available.
6. Water Treatment By Design agrees to provide these services for the annual amount of \$10800.00 billed quarterly in advance at a rate of \$2700.00. This contract is subject to an inflationary increase of up to 3.5% per year at the discretion of Water Treatment By Design. Customer will be invoiced as specified, and agrees to pay within fifteen days of invoice date. Failure to make payments as specified shall be sufficient cause at the discretion of Water Treatment By Design to cancel this entire Agreement, including service.
7. Under terms of this contract, the customer agrees to provide prompt access to water systems covered under this Agreement, repair all water systems as needed to minimize water loss and waste of chemical treatment, notify Water Treatment By Design of any repairs resulting in any loss of treated recirculating systems water, and provide routine cleaning and maintenance of the boilers, and or chillers.
8. Chemicals necessary to recharge systems experiencing loss of chemically treated water due to system repairs may result in additional charges to the customer based on actual chemical additions required to return the system to the recommended limits.
9. Neither party shall be held liable if performance under this entire Agreement is prevented by strikes, accidents, or other factors beyond the control of either party.
10. This contract will be automatically renewed at the end of the contract period and any renewal thereof at the same terms and conditions. The customer agrees to give Water Treatment By Design a minimum of sixty days written notice prior to the end of the of the contract period if the contract will not be renewed.
11. The parties hereto indicate acceptance of the Agreement by the signature of their respective authorized representatives.

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

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

Water Treatment By Design, LLC: MARK J. COLDREN

Date: 6.17.15

**PROJECT CHANGE ORDER/ADDENDUM**

<b>DATE:</b>	June 26, 2015	<b>PROJECT #:</b>	102842000
<b>PROJECT NAME:</b>	Former Hambright Elementary School	<b>ADDENDUM #:</b>	1
<b>WORK/CHANGE REQUESTED BY:</b>	Denny Coleman, Penn Manor School District	<b>WORK/CHANGE RECEIVED BY:</b>	Brendan O'Donnell, P.G

**WORK/CHANGE REQUESTED:**

This change order/addendum is for the removal of the 10,000-gallon heating oil underground storage tank (UST) located north of the former Hambright Elementary School building at 2121 Temple Avenue, Lancaster, Pennsylvania. The scope of work is summarized below.

**A. UST Removal (PHASE 311)**

To conduct the UST removal, RETTEW will:

1. Contact PA One Call at least three days prior to removal.
2. Remove up to 5,000 gallons of remaining heating oil from the UST and transport it off-site for proper disposal. A certified tank subcontractor will provide these services.
3. Remove the 10,000-gallon heating oil UST. A certified tank subcontractor will remove the UST via excavation, with RETTEW personnel observing and providing field documentation. Fuel lines will be removed up to the building. The concrete pad underlying the tank will not be removed. The tank will be cleaned and properly disposed of off-site.
4. Collect up to seven confirmatory soil samples for laboratory analyses in accordance with Pennsylvania Department of Environmental Protection (DEP) UST closure requirements. Soil sampling locations will include four from the tank excavation, two from the delivery line trench, and one from a soil stockpile. Samples will be analyzed for the DEP Shortlist of Petroleum Products for No. 2 heating oil using a standard two-week laboratory turnaround time.
5. Backfill the tank and fuel line excavation using imported soil or stone.
6. Prepare a UST closure report including closure and disposal documentation and laboratory analytical results.

Deliverable: One hard copy of the closure report and one electronic copy.

**ASSUMPTIONS AND RESTRICTIONS**

1. No contaminated soils will be encountered or require off-site disposal, and no groundwater will be encountered in the excavation. The underlying concrete pad will not require removal. All soil sampling results will meet Statewide Health Standards. The excavation can be backfilled immediately following removal. No DEP reporting will be required.
2. No restoration of surface features (i.e. sidewalks, grass, landscaping, etc.) is included, and it is assumed the site improvements will soon be demolished by others.
3. No more than 5,000 gallons of remaining fuel will require disposal. Disposal of additional oil can be removed and disposed of at an additional cost (\$0.75 per gallon).





Total Proposed Fees for this Addendum: ..... \$14,600.00

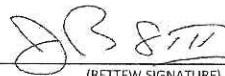
<b>TOTAL FOR THIS ADDENDUM:</b>	<u>\$14,600.00 CP</u>
<b>ORIGINAL AGREEMENT AMOUNT</b>	
<b>DATED: 12/23/14</b>	<u>\$31,300.00 CP</u>
<b>TOTAL OF PREVIOUS ADDENDUM(A):</b>	
<b>AMENDED AGREEMENT AMOUNT:</b>	<u>\$45,900.00 CP</u>

If this addendum is satisfactory and acceptable and fully sets forth all the items of our understanding, please signify your acceptance by signing below. Please return a fully executed original to our office and retain the second for your records. This document will then constitute our completed agreement.


This addendum will be subject to all the terms and conditions of our previous proposal and agreement dated December 23, 2014.

BY: \_\_\_\_\_  
(CLIENT SIGNATURE)  
\_\_\_\_\_  
(PRINTED NAME)

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

BY:   
(RETTEW SIGNATURE)  
John B. Stipe, III, CPSS  
(PRINTED NAME)

TITLE: Director of Geosciences  
DATE: June 26, 2015

BY:   
(RETTEW SIGNATURE)  
Brendan O'Donnell, P.G.  
(PRINTED NAME)

TITLE: Senior Geologist  
DATE: June 26, 2015

H:\Projects\10284\102842000\Contracts\Proposal\Add #1 Tank Removal-06-26-15.docx

**RETTEW**



# Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road  
Mechanicsburg, Pennsylvania 17055  
phone: (717) 458-0272 - fax: (717) 458-0047

Contractor: Hirneisen Electric, Inc.

Address: 1619 Old Lancaster Pike

Address:

City, State, ZIP: Reading, PA 19608

Project : New Hambright Elementary School

Address:

Change Order No: 6

Date: 3/25/2015

Architect's Project No: 2443

The contract is changed as follows:

Contract Type: Electrical Construction

Contract Date: 4/23/2013

Add	
Deduct	\$2,273.73

DEDUCT \$2,273.73 from the contract amount for the following:

1. Deduct \$2,273.73 for the contractors share of the replacement cost of damaged ceiling tile.

Additional Documentation Attached ☒

***This Change Order is not valid until signed by the Owner, Architect, and Contractor.***

Original Contract Amount	\$	1,728,700.00
Net Change by previous Change Orders	\$	28,347.55
Contract Amount prior to this Change Order	\$	1,757,047.55
Net Change by this Change Order	\$	(2,273.73)
Contract Amount after this Change Order	\$	1,754,773.82

Contract Time adjustment as a result of this Change Order

0 Days

Date of Substantial Completion as of this Change Order

## Architect

Crabtree Rohrbaugh & Assoc.  
401 East Winding Hill Road  
Third Floor  
Mechanicsburg, PA 17055

By: 

## Contractor

Hirneisen Electric, Inc.  
1619 Old Lancaster Pike  
Reading, PA 19608

By: 

## Owner

Penn Manor School District  
P.O. Box 1001  
Millersville, PA 17551

By: \_\_\_\_\_

Date: 3/25/15

Date: 7/1/15

Date: \_\_\_\_\_



# Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road  
Mechanicsburg, Pennsylvania 17055  
phone: (717) 458-0272 - fax: (717) 458-0047

**Contractor:** Hirneisen Electric, Inc.  
**Address:** 1619 Old Lancaster Pike  
**Address:**

**City, State, ZIP:** Reading, PA 19608

**Project :** New Hambright Elementary School  
**Address:**

**Change Order No:** 7

**Date:** 3/25/2015

**Architect's Project No:** 2443

**The contract is changed as follows:**

**Contract Type:** Electrical Construction

**Contract Date:** 4/23/2013

Add	
Deduct \$	3,000

DEDUCT \$3,000.00 from the contract amount for the following:

1. Deduct \$3,000.00 for the contractor's share of the cost of cleaning the individual HVAC unit condensers.

Additional Documentation Attached ☒

***This Change Order is not valid until signed by the Owner, Architect, and Contractor.***

Original Contract Amount	\$	1,728,700.00
Net Change by previous Change Orders	\$	26,073.82
Contract Amount prior to this Change Order	\$	1,754,773.82
Net Change by this Change Order	\$	(3,000.00)
Contract Amount after this Change Order	\$	1,751,773.82

Contract Time adjustment as a result of this Change Order

Days

Date of Substantial Completion as of this Change Order

## Architect

Crabtree Rohrbaugh & Assoc.  
401 East Winding Hill Road  
Third Floor  
Mechanicsburg, PA 17055

By: 

Date: 3/25/15

## Contractor

Hirneisen Electric, Inc.  
1619 Old Lancaster Pike  
Reading, PA 19608

By: 

Date: 3/1/15

## Owner

Penn Manor School District  
P.O. Box 1001  
Millersville, PA 17551

By: \_\_\_\_\_

Date: \_\_\_\_\_





# Crabtree, Rohrbaugh & Associates Architects

401 East Winding Hill Road  
Mechanicsburg, Pennsylvania 17055  
phone: (717) 458-0272 - fax: (717) 458-0047

**Contractor:** Hirneisen Electric, Inc.  
**Address:** 1619 Old Lancaster Pike  
**Address:**

**City, State, ZIP:** Reading, PA 19608

**Project :** New Hambright Elementary School  
**Address:**

**Change Order No:** 8

**Date:** 3/25/2015

**Architect's Project No:** 2443

**The contract is changed as follows:**

**Contract Type:** Electrical Construction

**Contract Date:** 4/23/2013

Add	\$4,106.39
Deduct	

ADD \$4,106.39 to the contract amount for the following:

1. Add \$4,106.39 for miscellaneous electrical items requested by the District low voltage contractor and to accommodate the motorized shades as well as other minor project closeout activities.

Additional Documentation Attached



***This Change Order is not valid until signed by the Owner, Architect, and Contractor.***

Original Contract Amount	\$	1,728,700.00
Net Change by previous Change Orders	\$	23,073.82
Contract Amount prior to this Change Order	\$	1,751,773.82
Net Change by this Change Order	\$	4,106.39
Contract Amount after this Change Order	\$	1,755,880.21

Contract Time adjustment as a result of this Change Order  
Date of Substantial Completion as of this Change Order

0 Days

**Architect**

Crabtree Rohrbaugh & Assoc.  
401 East Winding Hill Road  
Third Floor  
Mechanicsburg, PA 17055

**Contractor**

Hirneisen Electric, Inc.  
1619 Old Lancaster Pike  
Reading, PA 19608

**Owner**

Penn Manor School District  
P.O. Box 1001  
Millersville, PA 17551

By: 

By: 

By: \_\_\_\_\_

Date: 3/25/15

Date: 7/1/15

Date: \_\_\_\_\_

# Services Proposal



Environmental Consultants & Abatement Contractors

PROPOSAL

OF

PENN MANOR SCHOOL DISTRICT  
2960 CHARLESTOWN ROAD  
LANCASTER, PENNSYLVANIA 17603

FOR

SHORT-TERM RADON TESTING

AT

CONESTOGA ELEMENTARY SCHOOL  
100 HILL STREET  
CONESTOGA, PENNSYLVANIA 17516

008711-013

JULY 13, 2015

2502 HORSESHOE ROAD, LANCASTER, PA 17601 717-656-3008 ♦ 800-338-3424 ♦ FAX: 717-656-7134  
EMAIL: [OFFICE@EHCASSOCIATES.COM](mailto:OFFICE@EHCASSOCIATES.COM) [WWW.EHCASSOCIATES.COM](http://WWW.EHCASSOCIATES.COM)

Environmental Design • Consulting • Surveys • IAQ • Monitoring • Abatement & Demolition  
Specializing in the removal of Asbestos, Lead, Mold and other hazards in the built environment

PROPOSAL OF PROFESSIONAL SERVICES

TO

PENN MANOR SCHOOL DISTRICT  
2960 CHARLESTOWN ROAD  
LANCASTER, PENNSYLVANIA 17603

JULY 10, 2015

008711-013

EHC Associates proposes to provide the following professional services to the Penn Manor School District in regard to short-term radon testing at the Conestoga Elementary School.

SCOPE OF PROJECT

E-Perm testing devices will be employed in frequently occupied rooms, as agreed upon by radon testing and staff, on the ground level. Testing will be performed according to EPA guidelines as outlined in the attached "Radon Measurement in Schools".

Areas such as restrooms, hallways, stairwells, foyers, closets, storage rooms, kitchens, maintenance or mechanical rooms will not be tested.

Testing must be performed with the HVAC system operating normally, as it would on a typical school day, and with the radon mitigation system operating 48 hours prior to the test and during the entire test.

Radon tests are not to be moved or touched. All windows should remain closed during the testing period and 12 hours prior to the start of the testing period. Please review requirements outlined in the enclosed "radon Measurement in Schools. An information page will be placed at each device to inform that a radon test is in progress.

RADON SHORT-TERM TESTING

The short-term radon testing services for this project will consist of the following three (3) components:

- placement and retrieval of thirty-six (36) E-Perm radon devices;
- laboratory analysis of fifty-nine (36) E-Perm radon devices;
- Summary report with analysis results and recommendations.



2502 Horseshoe Road  
Lancaster, Pennsylvania 17601  
717-656-3008 Facsimile: 717-656-7134

# EHC ASSOCIATES

ENVIRONMENTAL CONSULTANTS & ABATEMENT CONTRACTORS  
Email: [office@ehcassociates.com](mailto:office@ehcassociates.com) Web: <http://www.ehcassociates.com>

## PROPOSED FEE

EHC Associates is proposing a fixed Professional Services Fee in the amount of One Thousand Three Hundred and Fifty Dollars (\$1,350.00).


A charge of \$100 per device will be incurred for any testing devices missing upon arrival to retrieve equipment.

## INSURANCE

EHC Associates will furnish the following insurance coverage for this Project.

Professional Liability	\$ 3,000,000	Worker's Compensation:
General Liability	\$ 2,000,000	- \$500,000 Ea. Accident
Automobile Liability	\$ 6,000,000	- \$500,000 Policy Limit
Pollution	\$ 2,000,000	- \$500,000 Ea. Employee

Respectfully submitted,

  
Barb King  
Vice President of Operations

ACCEPTED:

\_\_\_\_\_  
Penn Manor School District

\_\_\_\_\_  
Date

PENN MANOR SCHOOL DISTRICT

July 20, 2015 Board Agenda

New employees for the 2015-2016 school year:

Lutz, Katherine J. – elementary professional employee, full-time, long-term substitute, first and second semesters, Masters' Degree, 3 years experience, Step 4, \$48,512, pending receipt of required documents. Assignment: Academic Support Teacher/Title One/Pequea Elementary School, Semester 1; Grade 3 Teacher/Pequea Elementary School, Semester 2

*Mrs. Lutz earned her BA in History from Millersville University in 2001 and earned her Masters' Degree in elementary education from the University of Pennsylvania. Katie previously worked for the district from 2006 through 2009. Having taken time away from the classroom to spend time with her son, Leo, Katie returned to work part-time as a Minister for Children and Families at a thriving downtown church and after a short time stepped into the role of Director of Children, Youth, and Families Ministries. Katie loves doing just about anything with her son (especially hiking), is an on-again, off-again ultra-marathoner, an aspiring green belt in Taekwondo and an avid gardener.*

Wile, Dana E. – secondary professional employee, full-time, 110%, 209 days, permanent position, Masters' Degree, no experience, Step 1, \$45,966.00 + \$4,596.60 = \$50,562.60, pending receipt of required documents. Assignment: Secondary School Counselor/Penn Manor High School

*Ms. Wile received her Masters' Degree in School Counseling in May 2015 and her B.S. in Communication Studies with minors in Latino/a Studies and African American Studies in 2011 from Millersville University. While working on her master's degree, Dana was a graduate research manager for Millersville's Center for Public Scholarship and Social Change and served on the Lancaster County School Counselors Association executive board. Dana worked as an Academic Advisor at Lord Fairfax Community College in Virginia for two years before returning for her master's degree. Prior to attending Millersville, Dana served in AmeriCorps through City Year Louisiana in 2006-2007. Dana likes to spend time with family and friends, particularly enjoying outdoor activities such as snow skiing, swimming, and riding her Trikke.*

# Support Staff Personnel Action Items

Board Action	Last Name	First Name	Position	Building	Hours per Day	Days per Year	Rate	Status	Total Overall Daily Hours	Notes
7/20/2015	ESHBACH	KAREN	FOOD SERVICE SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 7/20/2015
7/20/2015	KLINE-COOPER	MARSHA	CAFETERIA AIDE	HAMBRIGHT	1.50	180	\$ 9.45	Permanent	1.50	Effective 7/20/2015
7/20/2015	* JONIEC	NICHOLAS	TECHNOLOGY AIDE	MANOR MIDDLE	5.50	183	\$ 11.27	Permanent	5.50	Effective 8/25/2015
7/20/2015	* REAM	PHYLLIS	TECHNOLOGY AIDE	MARTICVILLE MIDDLE SCHOOL	2.25	183	\$ 14.93	Permanent	5.50	Effective 8/25/2015
7/20/2015	* REAM	PHYLLIS	LIBRARY AIDE	MARTICVILLE MIDDLE SCHOOL	3.25	183	\$ 14.93	Permanent	5.50	Effective 8/25/2015
7/20/2015	* BRAYMER	JUDY	HEALTH ROOM NURSE - RN	HIGH SCHOOL	6.50	3 days per cycle	\$ 18.54	Permanent	6.50	Effective 8/26/2015 Per District Health Room Tech Schedule
7/20/2015	COULTON	ALEXANDRA	HEALTH ROOM NURSE - LPN	HIGH SCHOOL	6.50	3 days per cycle	\$ 12.50	Permanent	6.50	Effective 8/26/2015 Per District Health Room Tech Schedule
7/20/2015	MAULE	JESSICA	SUPPORT STAFF SUBSTITUTE	DISTRICT	AS NEEDED	AS NEEDED	SUB RATE	Permanent	AS NEEDED	Effective 8/25/2015
7/20/2015	* BLEACHER	DOROTHY	SECRETARY	MARTICVILLE MIDDLE SCHOOL	8.00	205	\$ 13.47	Permanent	8.00	Effective 8/5/2015
7/20/2015	SMITH	MEGAN	BUILDING SECRETARY	CENTRAL MANOR	8.00	205	\$ 13.70	Permanent	8.00	Effective 8/10/2015

NOTE: All new hires and transfers must successfully complete a 60 working day probationary period

\* signifies a change in status



## *Athletic Workers 2015-2016*

### **Name**

Alston, Diana  
Bachman, Cindy  
Barnett, Mary  
Binkley, Jason  
Bosso, Valerie  
Broderick, Jennifer  
Chismar, Paul  
Deibert, Christine  
Dell'Estate, Frank  
Dutchess, Erick  
Eck, Gordon  
Ennis, Jennifer  
Eshleman, Jeff  
Fowler, Mike  
Galgon, Angela  
Goodhart, Deb  
Henderson, Jodie  
Herman, Joe  
Hess, Dave  
Hottenstein, Jason  
Jackson, Connie  
Jackson, Wardell  
Kelly, Elizabeth  
Kincade, Linda  
Kmiecik, Dave  
Kramer, Billie Jo  
Kramer, Doug  
Kroesen, Dean  
Kroesen, Jen

### **Name**

Metzler Roth, Deb  
McLaughlin, Erika  
McGlynn, Jim  
Ohl, Dave  
O'Neill, Steve  
Osmolinski, Brian  
Paquette, Heather  
Polaski, Erik  
Ricci, Kristine  
Rhoades, Cindy  
Sangrey, Remington  
Shaeffer, Brett  
Slates, Meagan  
Smith, Nancy  
Snelbaker, Curt  
Snyder, Mary  
Staub, Jarod  
Sullenberger, Stacy  
Telesco, Chris  
Trostle, Barb  
Tucker, Gary  
Tucker, Josh  
Weaver, Pat  
Webster, Ken  
Weidner, Steve  
Wright, Joyce  
Youtz, Cheryl  
Youtz, Don  
Zapata, Bill

2015-2016 NEW EMPLOYEES WITH MENTORS

New Hires' Name	Building	Assignment	Status	Mentor's Name	Stipend
Melanie V. Allen	Pequea	Grade 2	Full-time, Permanent	Debra J. Drexel	\$900.00
Danita M. Baber	High School/Marticville MS	School Psychologist	Full-time, Permanent, 110%	Jennifer L. Smyth	\$900.00
Edward D. Baer	Marticville MS	Learning Support/Life Skills	Full-time, Permanent	Thomas F. Wainman, Jr.	\$900.00
Lori A. Bradley	Central Manor	Health/Physical Education	LTS/Semester 1	None Needed	n/a
Kimberly A. Braun	Conestoga/Eshleman/Letort	School Nurse	Full-time, Permanent	Lisa A. Heisler	\$900.00
Jourdan L. Brill	Martic	Grade 2	Full-time, Permanent	Kerry L. Bushong	\$900.00
John W. Brubaker, Jr.	High School	Technology Education	Full-time, Permanent	Joey R. Garrett	\$900.00
Jennifer L. Fisher	Conestoga	Learning Support	Full-time, Permanent	Melissa M. Zongolowicz	\$900.00
Jarred S. Fitzkee	Eshleman	Grade 3	Full-time, Permanent	Caitlin M. Tran	\$900.00
Connie L. Kinser	Central Manor	Kindergarten	LTS/Semesters 1&2	Elizabeth R. Crum	\$900.00
Antonella B. Kirchner	Hambright	Kindergarten/A.M. Session	Full-time, Permanent, 50%	None Needed	n/a
Shannon A. Madara	Central Manor	School Counselor	Full-time, Permanent	Michelle M. Sample	\$900.00
Jillian B. Pechiro	Pequea	Grade 4	Full-time, Permanent	Kevin M. Bower	\$900.00
Dana E. Wile	High School	School Counselor	Full-time, Permanent, 110%	Brandy L. Basile	\$900.00
Stevie L. Younker	Pequea	Learning Support	Full-time, Permanent	Julie A. Yost	\$900.00