

Agenda – Committee of the Whole  
Penn Manor School District  
Monday, April 16, 2012  
Manor Middle School – Board Room

**DINNER**

4:20

**BUDGET WORKSHOP**

4:30

**EXECUTIVE SESSION**

5:30

Legal

6:30

Personnel

Student Matter

**COMMITTEE OF THE WHOLE**

**7:00**

CALL TO ORDER:

Dr. Frerichs

NEXT MEETING:

The next scheduled meeting of the Penn Manor School Board will be held on Monday, May 7, 2012 at 7:00 p.m. in the Board Room of the Manor Middle School.

ROLL CALL:

APPROVAL OF MINUTES:

April 2, 2012

<http://www.pennmanor.net/boardminutes/>

STUDENT REPORT:

Evan Bigler and Sarah Evarts

CITIZEN'S COMMENTS:

Name and Address

BOARD DEVELOPMENT OPPORTUNITIES AND REPORTS:

**Item 1.**  
(7:15 – 7:30)

School Board Meeting Calendar – Dr. Leichliter  
(see page 4)

**Approval for Placement on May 7 School Board Meeting Agenda**

*Explanation: Dr. Leichliter will present the proposed meeting dates for 2012 – 2013.*

**Item 2.**  
(7:30 – 8:00)

Custodial Services – Mr. Coleman

*Explanation: Mr. Coleman will review current custodial configurations, staffing patterns and duties.*

**Information Only**

**Item 3.**  
(8:00 – 8:10)

EduLog Software Agreement – Mr. Reisinger  
(see enclosure)

*Explanation: Mr. Reisinger will review the license agreement for the new web interface for the EduLog transportation software system.*

**Approval for Placement on April 16 School Board Meeting Agenda**

**Item 4.**  
(8:10 – 8:20)

Millersville Commons Update - Dr. Leichliter

*Explanation: Dr. Leichliter will provide an update on the sale of the district's commercial triangle and recent actions by Millersville Borough and Lancaster Township in support of the development now referred to as Millersville Commons.*

**Information Only**

**Item 5.**  
(8:20 – 8:30)

Modular Classrooms at Manor Middle - Mr. Johnston

*Explanation: Mr. Johnston will provide information on the recent bid for modular classrooms and the plan for removal of the modulares.*

**Approval for Placement on April 16 School Board Meeting Agenda**

## 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.

PENN MANOR SCHOOL DISTRICT  
SCHOOL BOARD MEETINGS  
July 2012 – June 2013

**ALL MEETINGS ARE LOCATED IN THE BOARD ROOM AT  
MANOR MIDDLE SCHOOL AND ARE ON MONDAY UNLESS NOTED.**

<u>Date</u>	<u>Time</u>
July 16, 2012	7:00 p.m.
August 6, 2012	7:00 p.m.
August 20, 2012	7:00 p.m.
September 4, 2012 ( <b>Tuesday</b> )	7:00 p.m.
September 17, 2012	7:00 p.m.
October 1, 2012	7:00 p.m.
October 15, 2012	7:00 p.m.
PSBA – Hershey – Oct. 16–19, 2012	
November 5, 2012	7:00 p.m.
November 19, 2012	7:00 p.m.
December 3, 2012	4:00 p.m.
January 7, 2013	7:00 p.m.
January 22, 2013 ( <b>Tuesday</b> )	7:00 p.m.
February 4, 2013	7:00 p.m.
February 19, 2013 ( <b>Tuesday</b> )	7:00 p.m.
March 4, 2013	7:00 p.m.
March 18, 2013	7:00 p.m.
April 1, 2013	7:00 p.m.
NSBA – San Diego – April 13-15, 2013	
April 15, 2013	7:00 p.m.
May 6, 2013	7:00 p.m.
May 20, 2013	7:00 p.m.
June 3, 2013	7:00 p.m.
June 17, 2013	7:00 p.m.

Approved:



Agenda – School Board Meeting  
Penn Manor School District  
Monday, April 16, 2012  
Manor Middle School – Board Room  
At Conclusion of the Committee of the Whole

CALL TO ORDER:

MOMENT OF SILENCE Dr. Frerichs

FLAG SALUTE: Mr. Rintz

NEXT MEETING: The next scheduled meeting of the Penn Manor School Board will be held on Monday, May 7, 2012 following the Committee of the Whole meeting in the Board Room of the Manor Middle School.

ROLL CALL:

CITIZEN’S COMMENTS:

APPROVAL OF MINUTES: April 2, 2012  
<http://www.pennmanor.net/board/minutes/>

SUPERINTENDENT’S REPORT:

PAYMENT OF BILLS: March 2011  
<http://www.pennmanor.net/blog/category/tr/>

General Fund	\$	3,926,903.58
Cafeteria Fund	\$	217,856.61
Capital Reserve Fund	\$	138,388.23
2010 Construction Fund	\$	41,270.68
Student Activity Fund	\$	19,960.78

**Item 1.**      **Review of School Board Meeting Agenda** – Dr. Frerichs

**Item 2.        Consent Agenda for the Committee of the Whole Meeting – The committee is recommending approval of the following: (ROLL CALL)**

- A.    Edulog Software Agreement (see enclosure).

*Explanation: This is the license agreement for the new web interface for the Edulog transportation software system.*

- B.    Rejection of Bid for sale of modular classrooms.

*Explanation: No positive bids were received from solicitation of bids. The only bid received was to charge the District for removal of the classrooms.*

- C.    Donation of Modular Classrooms to donate three used modular classrooms to the School District of Lancaster, in “as is” condition, conditioned on the School District of Lancaster agreeing to pay all costs or damages associated with the removal and transportation of the classrooms.

**Item 3.        Consent Agenda for Administrative Actions – The administrative staff is recommending approval of the following: (ROLL CALL)**

- A.    Tax Exonerations as cited (see page 6).

- B.    Tuition Agriculture Student for the 2012-2013 school year.  
Matthew Bunteman, grade 9, from School District of Lancaster

- C.    Holiday Schedule for the 2012-2013 school year as listed (see pages 7 – 8).

- D.    Engineering Proposal for Honeysuckle Field Project as listed (see pages 9 – 11).

*Explanation: to provide initial engineering work for the field renovation project at Comet Field.*

- E.    Special Education Contract with Intermediate Unit #13 to provide special education services, special education support services in 2012-2013 and to set hourly rates for services for interpreters, physical therapy and occupational therapy (see pages 12 – 14).

- F.    IU13 Job Training Services contract for Job Training services provided by IU 13 for the 2012-2013 school year (see pages 15 – 17).

*Explanation: This contract is based upon preliminary unit costs of \$317.25 per day for 324 days in the 2012-2013 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records.*

- G. IU13 Occupational/Physical Therapy Services provided by IU 13 for the 2012-2013 school year (see pages 18 – 20).

*Explanation: This contract is based upon preliminary unit costs of \$86.23 per hour for 400 hours in the 2012-2013 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records.*

- H. IU13 Speech/Language Services provided by IU 13 for the 2012-2013 school year (see pages 21 – 23).

*Explanation: This contract is based upon preliminary unit costs of \$82.99 per hour for 600 hours in the 2012- 2013 school year. Reconciliation will be done at the end of the school year to adjust the costs based upon actual expenditures and membership records. (This service will be provided only to Penn Manor students in placements outside of the Penn Manor School District.)*

- I. Construction Bidding and Administration Services Proposal for Traffic Planning and Design, Inc. to produce construction bidding and contract documentation for the roadway improvement project at Comet Field as per the attached documents. (see pages 24 – 31).

- J. Gym Repairs proposal from C.M. Eichenlaub, Co. to repair the basketball backstops at Marticville Middle School and the controllers in the High School west gym at \$4,936 per the attached proposal (see page 32).

*Explanation: To furnish and install parts to repair basketball backstop and batting cage controllers at Marticville Middle School and the west gym at the High School.*

- K. Building Automation System Service Contract for annual software and service contract with NRG Building Services for Martic Elementary and Marticville Middle School for \$22,250 as per the attached proposal. Also, the addition of the Repair Labor and Materials Option for an additional \$7,000 (see pages 33 – 44).

*Explanation: This service agreement provides for the maintenance of the Schneider Electric DDC Control system that is controlling the heating, ventilating and air conditioning equipment in the Martic Elementary School and Marticville Middle School. The repair option includes all necessary parts and unscheduled labor required to restore the covered equipment to normal operation during normal working hours.*

- L. Manor Middle School Floor Replacement to provide architectural services required for the terrazzo floor replacement at Manor Middle School for \$6,250 based upon the attached proposal (see pages 45 – 46)

*Explanation: To provide services related to the repair/replacement of the terrazzo floor at Manor Middle School as part of the Capital Projects Plan.*

- M. Central Complex Restroom Renovation to provide architectural and engineering services required for the restroom renovations at Central Complex at the High School for \$6,500 based upon the attached proposal (see pages 47 – 48).

*Explanation: To provide services related to the renovation of the restrooms at the High School Central Complex as part of the Capital Projects Plan.*

- N. Hot Water Storage Tank Replacement Bid to accept bid from Commercial Mechanical Construction of \$33,530 as per the attached bid tabulation and to provide notice to proceed (see page 49).

*Explanation: Bids and alternate bids were received from three contractors. Alternative bid was to provide a backup tank system. Given the cost differential, the administrative recommendation is to approve the base bid.*

- O. Judicial Review Committee Actions as cited (see enclosure).

**Item 4.      Consent Agenda for Personnel – The administrative staff is recommending approval of the following: (ROLL CALL)**

- A. Substitute Teacher within the school district until such time that either the school district or the individual would opt to have their name deleted from the substitute teacher list:

Angela M. Miller

- B. Head Coaches for the 2012-2013 School Year.

Girls' Basketball – Scott Long

Swimming – Cece O'Day

Bowling – Chris Vital

Wrestling – Steve Hess

*Explanation: Recommendations for head coaches based upon end-of-season review of programs.*

- C. Technical Director for ETPM to appoint J Edward Weber as Technical Director for Entertainment PM for 2011-12 at the entry level rate of \$309.

- D. Transportation Coordinator to appoint Carolyn Finegan as transportation coordinator effective May 1, 2012 at an hourly rate of \$17.07 contingent upon receipt of clearances.

*Explanation: Ms. Finegan will be training with the current coordinator until her retirement in late July. Working for the past two years for First Student, she has direct experience dealing with issues related to school district transportation.*

ADJOURNMENT

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PENN MANOR SCHOOL DISTRICT - April 16, 2012						
2009 REAL ESTATE TAX EXONERATION						
<u>BILL NO.</u>	<u>NAME</u>	<u>PARCEL ID</u>	<u>REASON</u>	<u>ASSESSMENT CHANGE</u>	<u>TAX DOLLARS LOST</u>	
CONESTOGA TOWNSHIP						
12009-3-744	HUBER W DOUGLAS	1208176900000	BUILDING REMOVED	\$ 29,200.00	\$ 464.57	

*Office of the Superintendent  
Penn Manor School District*

TO:	Building Administrators	Jeff Roth
	Vickie Hallock	Randy Wolfgang
	Cheryl Shaffer	Neil Fellenbaum
	Chris Johnston	Judy Duke
	Theresa Kreider	Kimberly Finkbiner
	Charlie Reisinger	Shelley Hodson
	(Technology Staff)	Cindy Rhoades
	Dennis Coleman	Marilyn Springer
	(12-Month Custodians)	Paula Howard

FROM: Mike Leichliter

RE: Holiday Schedule 2012-2013

DATE: April 16, 2012

Following are the dates officially scheduled as holidays for the 2012-2013 school year:

July 4	-	July 4, 2012 (Wednesday)
Labor Day	-	September 3, 2012 (Monday)
Thanksgiving	-	November 22, 2012 (Thursday)
	-	November 23, 2013 (Friday)
Christmas	-	December 24, 2012 (Monday)
	-	December 25, 2012 (Tuesday)
New Year's	-	January 1, 2013 (Tuesday)
Presidents' Day	-	February 18, 2013 (Monday)
Good Friday	-	March 29, 2013 (Friday)
Memorial Day	-	May 27, 2013 (Monday)

**Office of the Superintendent  
Penn Manor School District**

TO: Carol Alexander, Diana Alston, Valerie Bosso, Sharlotte Dammerman, Sharon Knighton,  
Doris Long, Phyllis Martin, Jill Musser, Beth Shenenberger, Stacy Riffert, and Maria Ross  
FROM: Mike Leichliter  
RE: Holiday Schedule 2012-2013  
DATE: April 16, 2012

Following are the dates officially scheduled as "holidays" for the 2012-2013 school year: There will be no deviations from the schedule. All 12-month secretaries must work 8 ½ hours per day, including a ½ hour lunch break year round.

July 4	-	July 4, 2012 (Wednesday)
Labor Day	-	September 3, 2012 (Monday)
Thanksgiving	-	November 22, 2012 (Thursday)
	-	November 23, 2012 (Friday)
Christmas	-	December 24, 2012 (Monday)
	-	December 25, 2012 (Tuesday)
New Year's	-	January 1, 2013 (Tuesday)
Presidents' Day	-	February 18, 2013 (Monday)
Good Friday	-	March 29, 2013 (Friday)
Memorial Day	-	May 27, 2013 (Monday)

As a reminder it was previously communicated that in an effort to maintain equity with other support staff personnel, the summer hours system will be phased out through attrition. To clarify the pre-July 1, 2008 system:

- 12 month secretaries work an 8 hour day throughout the year, but are eligible for additional paid time off as designated by the administration. This paid time off is calculated each year by the payroll department and days off are determined by the administration.

Beginning July 1, 2008, anyone hired as a 12 month secretary will no longer receive the benefits associated with summer hours. Existing employees will be grandfathered into the system, but no new staff will receive such benefits. To clarify the post-July 1, 2008 system:

- 12 month secretaries hired to a position previous to June 30, 2008 will work an 8 hour day throughout the year, but are eligible for additional paid time off as designated by the administration. This paid time off will be calculated each year by the payroll department and days off will be determined by the administration.
- 12 month secretaries hired to a position after June 30, 2008 will work an 8 hour day throughout the year. They will not be eligible for the additional time off.

Calculation for the summer of 2012:

Days between school years:	56 days
Elimination of summer hours (daily):	.75 hours
Summer hours calculated:	42.00 hours
Summer hours benefit (rounded to nearest half day):	5.5 days

For this year, the following days are designated as vacation:

December 26, 27, 28, 31, 2012

1.5 days may be used as a floating holiday at the discretion of the employee.



March 29, 2011

Dennis R. Coleman  
Director of Buildings and Grounds  
Penn Manor School District  
P.O. Box 1001  
Millersville, PA 17551

RE: PROPOSAL - Honeysuckle Field Renovation

Dear Denny,

Derck & Edson is pleased to present this proposal for our services in providing Bid Documents (drawings and specifications) for the above project.

We understand the intent of the project is to renovate the existing Honeysuckle Field located just north of Honeysuckle Lane within the Comet Field athletics complex. Contractor renovations to the field are to include re-crowning the field for improved drainage. Also included in the documents will be amending the existing soil with sand to improve the soil structure, and with organic matter to improve growing conditions are to be included. The intention is for a newly sodded field, ready for play in the Fall.

#### SCOPE of WORK

Our services shall include:

1. Site visit and on-site meeting to review the project.
2. Design and Documentation:
  - a. CADD Layout of the Honeysuckle field.
  - b. Notes and typical cross-section for establishing a crown
  - c. Area of renovation and sodding.
  - d. Preparation of the technical specifications: Site Clearing and Construction Layout, Re-condition Existing Athletic Field, and Modified Topsoil and Sod Athletic Field.
3. BIDDING:
  1. Coordination with School District on the Invitation to Bid.
  2. L&I Prevailing wage rate request.

3. Printing and issuing of documents to the School District for their distribution to bidders
  4. Receiving and responding to questions or clarification from contractors as they prepare bids.
  5. Preparation of Addenda if necessary.
  6. Attendance at Pre-Bid Meeting
4. CONSTRUCTION ADMINISTRATION:
1. Attendance at one (1) Pre-construction Meeting
  2. Review of contractor submittals
  3. One (1) site visit/observation report after completion of construction

Not Included:

1. Non-technical specifications, such as Invitation to Bid, Instructions to Bidders, General Conditions of contract, bonding, and insurances are not included; they will be provided by the School District to Derck and Edson for inclusion in the Bid package.
2. Registration and tracking of the Bidders; we assume that the bid documents will be issued from the School District's offices.
3. Township Land approvals, General NPDES permit or PA DOT permits are not anticipated due to the limited scope of the project. Note that the disturbed area shall be less than one (1) acres to stay under the threshold for a needing an NPDES Permit.
4. Off-site improvements are not included.
5. A bid opening meeting is not included. The School District will administer the bid opening.
6. Detailed Costs estimates
7. Application or permit fees necessitated by the project.

Additional Services:

1. Additional services will be provided as needed, with client pre-approval.

Assumptions:

It is assumed that a new topographic survey is not necessary; we anticipate using the survey from 2007, which was prepared for Turf Field Venue at Comet Field. Note this survey shows property boundaries, but does not show accurate topography. We assume the overall grading of the field will remain the same with the exception some additional topsoil in the middle of the field to establish a crown.

**FEE:**

**\$5,150.00 lump sum**

Reimbursable Expenses are in addition to the above cost and include actual expenses, which are to be paid by the Owner. Such expenses include mileage, postage, copying and reproduction of plans.

**SCHEDULE:**

We can complete the design and documentation within approximately three (3) weeks from Authorization to Proceed.

If this Proposal is acceptable as presented, please return one (1) signed copy of the enclosed agreement to my office and keep the other one for your files. Please give Jim or me a call if there are any questions.

We look forward to continuing our work with the School District and you.

Sincerely,

DERCK & EDSON ASSOCIATES, LLP

Approved by:



Stephen B. Sproles, RLA  
Partner

Penn Manor School District

Name \_\_\_\_\_

Title \_\_\_\_\_



**Lancaster Lebanon Intermediate Unit 13**  
**SPECIAL EDUCATION SERVICES AGREEMENT**

**IU 13 DISTRICT CONSORTIUM**

July 1, 2012 – June 30, 2013

An Agreement with: Penn Manor School District

During the 2012-2013 school year, IU 13 will provide special education programs and services as listed on the attached worksheet.

The cost of the IU 13 special education programs and services for 2012-2013 provided in this agreement are based on the "Exhibit A – Projected Unit Cost Worksheet" completed by your district. The costs included in the worksheet are projected under a consortium model and a full reconciliation of actual costs will be completed at the end of the year.

Penn Manor School District will be billed the total estimated cost of this agreement. Your district will receive a credit or surcharge adjustment to this agreement for the 2011-12 school year based on the year-end reconciliation.

Costs will be billed using the following schedule:

30% - August 31, 2012  
20% - November 30, 2012  
20% - January 31, 2013  
20% - March 31, 2013  
10% - June 15, 2013

Interest at a rate of 5% per annum will be charged for payments not received by the scheduled due dates.

The year-end reconciliation associated with this agreement will be completed and forwarded to the District by September 15, 2013. A check for the credit adjustment or an invoice for the surcharge adjustment will be sent to the District by September 30, 2013.

The IU's obligation to maintain and operate special education programs and services, and Penn Manor School District's obligation to pay for those programs and services, will continue for the 2012-2013 school year.

At a meeting on \_\_\_\_\_, 2012, by a vote of \_\_\_\_\_ to \_\_\_\_\_ with \_\_\_\_\_ abstaining and \_\_\_\_\_ absent, the board approved and accepted the foregoing agreement.

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PROJECTED 2012-2013 DISTRICT CONTRACT CONSORTIUM  
SPECIAL EDUCATION UNIT COST WORKSHEET**

(This worksheet is for School Districts electing to participate in the IDEA On-behalf Consortium.)

School District Name: PENN MANOR SCHOOL DISTRICT

Date Submitted: 4/16/2012

EXCEPTIONALITY	2011-2012 Mid Year Unit Cost	5% Increase	2012-13 Estimated Unit Cost		BUDGET ESTIMATE TOTAL
<b>CLASSROOM SERVICES</b>				<b>ADM'S</b>	
LIFE SKILLS SUPPORT, EL	\$ 26,092.55	1.05	\$ 27,397.18	2.00	\$ 54,794.36
LIFE SKILLS SUPPORT, SEC	\$ 26,092.55	1.05	\$ 27,397.18	0.00	\$ -
DEAF/HEARING (FT CLASS)	\$ 29,956.34	1.05	\$ 31,454.16	1.00	\$ 31,454.16
EMOTIONAL SUPPORT, EL - classroom	\$ 28,072.67	1.05	\$ 29,476.30	0.00	\$ -
EMOTIONAL SUPPORT, EL - center	\$ 33,296.71	1.05	\$ 34,961.55	1.00	\$ 34,961.55
EMOTIONAL SUPPORT, SEC - classroom	\$ 28,072.67	1.05	\$ 29,476.30	0.00	\$ -
EMOTIONAL SUPPORT, SEC - center	\$ 33,296.71	1.05	\$ 34,961.55	4.00	\$ 139,846.18
FAIRLAND PROGRAM	\$ 39,908.23	1.05	\$ 41,903.64	0.00	\$ -
AUTISTIC SUPPORT - classroom	\$ 38,252.77	1.05	\$ 40,165.41	7.00	\$ 281,157.86
AUTISTIC SUPPORT - center	\$ 74,251.49	1.05	\$ 77,964.06	1.00	\$ 77,964.06
LEARNING SUPPORT - classroom	\$ 29,599.06	1.05	\$ 31,079.01	3.00	\$ 93,237.04
MULTIPLE DISABILITIES	\$ 35,364.97	1.05	\$ 37,133.22	7.00	\$ 259,932.53
SCHOOL AGE EI ELIGIBLE	\$ 44,039.70	1.05	\$ 46,241.69	0.00	\$ -
STW/BOS SUPPORT	\$ 19,469.55	1.05	\$ 20,443.03	1.00	\$ 20,443.03
<b>ITINERANT SERVICES</b>				<b>HOURS</b>	
DEAF/HEARING ITINERANT	\$ 103.43	1.05	\$ 108.60	900.00	\$ 97,741.35
BLIND/VISION ITINERANT	\$ 94.86	1.05	\$ 99.60	800.00	\$ 79,682.40
AUTISM ITINERANT	\$ 85.14	1.05	\$ 89.40	500.00	\$ 44,698.50
<b>CTC SUPPORT SERVICES</b>				<b>STUDENTS</b>	
LEARNING SUPPORT - CTC'S Full Day (Lanc Co)	\$ 3,606.15	1.05	\$ 3,786.46	45.00	\$ 170,390.59
LEARNING FACILITATORS - CTC'S Half Day (Lanc Co)	\$ 3,172.07	1.05	\$ 3,330.67	34.00	\$ 113,242.90
<b>DISTRICT SERVICES</b>				<b>FTE</b>	
SPEECH LANGUAGE THERAPIST	\$ 83,722.70	1.05	\$ 87,908.84	0.00	\$ -
					\$ 1,499,546.50

Note: This worksheet includes preliminary unit cost information for the 2012-13 school year. The District Contract Consortium continues to operate under the consortium model with a full reconciliation completed at the end of the year. Actual costs and ADMs are used to calculate the final cost of services provided under this contract. Please note these preliminary unit costs are not based on the 2012-13 budgets. At this time we are still working through the effects of the TBE on the consortium budgets.

Special Ed Administrator \_\_\_\_\_

Business Manager \_\_\_\_\_

Superintendent \_\_\_\_\_



**2012-2013 SPECIAL EDUCATION CONTRACTED SERVICES COSTS**

**BUDGET WORKSHEET**

(This worksheet is for Consortium Members electing to participate in the IDEA On-behalf Consortium.)

March 19, 2012

EXCEPTIONALITY	2012-2013 Rate		BUDGET ESTIMATE TOTAL
<b>SUPPLEMENTAL CONTRACT SERVICES</b>		<b>HOURS</b>	
PARAPROFESSIONAL - PART-TIME	\$ 15.36	0.00	\$ -
PARAPROFESSIONAL - FULL-TIME	\$ 25.11	3860.00	\$ 96,924.60
INTERPRETER - PART-TIME	\$ 31.65	30.00	\$ 949.50
SPECIAL EDUCATION TEACHER - PART TIME	\$ 49.71	0.00	\$ -
SPECIAL EDUCATION TEACHER - FULL TIME	\$ 58.94	0.00	\$ -
SOCIAL WORKER	\$ 59.45	0.00	\$ -
PSYCHOLOGIST	\$ 72.26	0.00	\$ -
SPECIAL EDUCATION CONSULTANT - FULL TIME	\$ 72.82	0.00	\$ -
<b>OTHER CONTRACTED SERVICES</b>		<b>HOURS</b>	
SPEECH LANGUAGE ITINERANT SERVICES	\$ 82.99	600.00	\$ 49,794.00
OT/PT ITINERANT SERVICES	\$ 86.23	400.00	\$ 34,492.00
		<b>DAYS</b>	
JOB TRAINING (Students in District-operated classrooms)	\$ 317.25	324.00	\$ 102,789.00
<b>ADDITIONAL "FEE-FOR-SERVICE" SERVICES</b>		<b>UNITS</b>	
FEEDING TEAM - Per Student	\$ 900.00	3.00	\$ 2,700.00
ACCESS BILLING SERVICES - Per Billing Transaction	\$ 4.50	0.00	\$ -
			\$ 287,649.10

# **LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR JOB TRAINING SERVICES (District Operated Classes)**

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of PENN MANOR SCHOOL DISTRICT. Please review the following Service Agreement.

The contract for Job Training services ("Agreement") is made on 4/16/2012 by and between Lancaster-Lebanon Intermediate Unit 13 and PENN MANOR SCHOOL DISTRICT.

## **BACKGROUND**

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing Job Training services. PENN MANOR SCHOOL DISTRICT desires to obtain Job Training services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: PENN MANOR SCHOOL DISTRICT has identified a need for Job Training services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through qualified Job Trainers.
2. Term: The term of Agreement will commence on July 1, 2012 and continue until June 30, 2013.
3. Professional Services: Lancaster-Lebanon IU 13 will furnish Job Trainers to coordinate and monitor the student job training needs as requested by PENN MANOR SCHOOL DISTRICT. Lancaster-Lebanon IU 13 will organize and analyze all Job Training service data rendered (billable time). Lancaster Lebanon IU 13 Job Trainers will be available to attend meetings and participate in IEP conferences. Lancaster-Lebanon and PENN MANOR SCHOOL DISTRICT each represent that Job Training services will be requested and provided, as the case may be without regard to race, sex, creed, color, religion, handicap or national origin. Students in district operated classes may be transported by a job trainer in an IU 13 vehicle for Community Based Vocational Instruction.
4. Qualifications: All Job Trainers furnished by Lancaster-Lebanon IU 13 shall receive staff development with respect to the services required. Lancaster-Lebanon IU 13 will be responsible for compliance and monitoring of the Federal Labor Standards Act (FLSA) and Federal and State guidelines for coverage of the Child Law Provisions.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each Job Trainer who will have direct contact with students.



5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$317.25/day** for the 2012-2013 school year. This rate applies, but is not limited to, establishing initial business certifications and maintaining business partnerships, on-site evaluation/consultation time, off-site follow-up documentation/consultation time, and travel time between PENN MANOR SCHOOL DISTRICT schools. Contracted services will be provided in ½ day increments set on a weekly basis.
6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice PENN MANOR SCHOOL DISTRICT for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT shall be that of an independent contractor and principal. PENN MANOR SCHOOL DISTRICT shall not provide any other compensation or benefit to, or for the benefit of, any Job Trainer(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any Job Trainer providing services, as an employee or agent of PENN MANOR SCHOOL DISTRICT; nor shall Lancaster-Lebanon IU 13 or PENN MANOR SCHOOL DISTRICT have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU 13's employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide PENN MANOR SCHOOL DISTRICT with prompt written notice of any such request or requirement so that PENN MANOR SCHOOL DISTRICT may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that



Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to PENN MANOR SCHOOL DISTRICT, no copies thereof shall be retained. The sole purpose for the retention of the documents shall be to assist Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to PENN MANOR SCHOOL DISTRICT that such action has been taken notwithstanding the return of the information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Service Days : PENN MANOR SCHOOL DISTRICT will contract for the total number of days per week to be provided under this contract at 9 day(s).
10. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: \_\_\_\_\_  
District Superintendent

\_\_\_\_\_ Date

By: \_\_\_\_\_  
Lancaster Lebanon Intermediate Unit 13

\_\_\_\_\_ Date

# **LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR OCCUPATIONAL/PHYSICAL THERAPY SERVICES**

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of PENN MANOR SCHOOL DISTRICT. Please review the following Service Agreement.

The contract for therapy services ("Agreement") is made on 4/16/2012 by and between Lancaster-Lebanon Intermediate Unit 13 and PENN MANOR SCHOOL DISTRICT.

## **BACKGROUND**

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing occupational therapy and physical therapy services. PENN MANOR SCHOOL DISTRICT desires to obtain OT/PT services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: PENN MANOR SCHOOL DISTRICT has identified a need for school-based occupational/physical therapy services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through credentialed therapists.
2. Term: The term of Agreement will commence on July 1, 2012 and continue until June 30, 2013.
3. Professional Services: Lancaster-Lebanon IU 13 will furnish therapists to provide evaluation/consultation/treatment services as requested by PENN MANOR SCHOOL DISTRICT. Lancaster-Lebanon IU 13 therapists will prepare appropriate reports and documentation concerning the services rendered. Lancaster-Lebanon and PENN MANOR SCHOOL DISTRICT each represent that therapy services will be requested and provided, as the case may be without regard to race, sex, creed, color, religion, handicap or national origin.
4. Qualifications: All therapists furnished by Lancaster-Lebanon IU 13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each therapist who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$86.23** per hour for the 2012-2013 school year. This rate applies, but is not limited to, on-site evaluation/consultation/treatment time, off-site follow-up documentation/consultation time, and travel time between PENN MANOR SCHOOL DISTRICT schools. An itemized invoice form detailing specific student services rendered each month will be



generated and furnished to PENN MANOR SCHOOL DISTRICT for each therapy service provided.

6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice PENN MANOR SCHOOL DISTRICT for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT shall be that of an independent contractor and principal. PENN MANOR SCHOOL DISTRICT shall not provide any other compensation or benefit to, or for the benefit of, any therapist(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any therapist providing services, as an employee or agent of PENN MANOR SCHOOL DISTRICT; nor shall Lancaster-Lebanon IU 13 or PENN MANOR SCHOOL DISTRICT have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU 13's employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide PENN MANOR SCHOOL DISTRICT with prompt written notice of any such request or requirement so that PENN MANOR SCHOOL DISTRICT may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to PENN MANOR SCHOOL DISTRICT, no copies thereof shall be retained. The sole purpose for

the retention of the documents shall be to assist Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to PENN MANOR SCHOOL DISTRICT that such action has been taken notwithstanding the return of the information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Estimated Service Hours : PENN MANOR SCHOOL DISTRICT has estimated the total number of contract services hours to be provided under this contract at 400 hours. This estimate does not commit the school district to a minimum or maximum number of contracted service hours. The estimate will be used by Lancaster-Lebanon IU 13 as a guide for staffing purposes only.
10. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: \_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lancaster Lebanon Intermediate Unit 13

\_\_\_\_\_  
Date



# LANCASTER-LEBANON INTERMEDIATE UNIT 13 CONTRACTED SERVICES AGREEMENT FOR SPEECH/LANGUAGE SERVICES

Dear District Superintendent:

Thank you for the opportunity to help serve the needs of the children of PENN MANOR SCHOOL DISTRICT. Please review the following Service Agreement.

The contract for therapy services ("Agreement") is made on 4/16/2012 by and between Lancaster-Lebanon Intermediate Unit 13 and PENN MANOR SCHOOL DISTRICT.

## BACKGROUND

Lancaster-Lebanon Intermediate Unit 13 has extensive background and expertise in providing speech/language services. PENN MANOR SCHOOL DISTRICT desires to obtain speech/language services from Lancaster-Lebanon IU 13, which is willing to provide services in accordance with the terms and conditions of this Agreement.

1. Engagement: PENN MANOR SCHOOL DISTRICT has identified a need for school-based speech/language therapy services and desires to use Lancaster Lebanon IU13 for the fulfillment of that need. Lancaster-Lebanon IU 13 agrees to provide such services through credentialed therapists.
2. Term: The term of Agreement will commence on July 1, 2012 and continue until June 30, 2013.
3. Professional Services: Lancaster-Lebanon IU 13 will furnish therapists to provide evaluation/consultation/treatment services as requested by PENN MANOR SCHOOL DISTRICT. Lancaster-Lebanon IU 13 therapists will prepare appropriate reports and documentation concerning the services rendered. Lancaster-Lebanon and PENN MANOR SCHOOL DISTRICT each represent that therapy services will be requested and provided, as the case may be without regard to race, sex, creed, color, religion, handicap or national origin.
4. Qualifications: All therapists furnished by Lancaster-Lebanon IU 13 shall be properly credentialed and experienced with respect to the services required.

Section 1-111 of the Pennsylvania School Code requires that employees of independent contractors obtain criminal background checks and child abuse history clearance records. Lancaster-Lebanon IU 13 will secure a criminal record check from the Pennsylvania State Police and a child abuse history clearance record for each therapist who will have direct contact with students.

5. Service Rates: Lancaster-Lebanon IU 13 services will be billed at the rate of **\$82.99** per hour for the 2012-2013 school year. This rate applies, but is not limited to, on-site evaluation/consultation/treatment time, off-site follow-up documentation/consultation time, and travel time between PENN MANOR SCHOOL DISTRICT schools. An itemized invoice form detailing specific student services rendered each month will be

generated and furnished to PENN MANOR SCHOOL DISTRICT for each therapy service provided.

6. Billing Procedures: Lancaster-Lebanon IU 13 will invoice PENN MANOR SCHOOL DISTRICT for services on a monthly basis with payment due thirty (30) days from the invoice date.
7. Independent Contractor: Lancaster-Lebanon IU 13 is and shall remain an independent contractor for the performance of the services as set forth in this Agreement; the relationship between Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT shall be that of an independent contractor and principal. PENN MANOR SCHOOL DISTRICT shall not provide any other compensation or benefit to, or for the benefit of, any therapist(s) rendering services under this Agreement. Nothing contained in the Agreement will be construed to constitute Lancaster-Lebanon IU 13's, or any therapist providing services, as an employee or agent of PENN MANOR SCHOOL DISTRICT; nor shall Lancaster-Lebanon IU 13 or PENN MANOR SCHOOL DISTRICT have any authority to bind the other in any respect.
8. Student Information: Lancaster-Lebanon IU 13, in order to fulfill its responsibilities under this Agreement will have a legitimate educational interest in creating and reviewing certain personally identifiable information regarding students ("Student Information"). Lancaster-Lebanon IU 13 shall be bound by the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Act ("PPRA") and any other applicable federal, state and/or local statute or regulation regarding Student Information.

Lancaster-Lebanon IU 13 agrees that it shall use Student Information solely for the purpose of delivering educational services in accordance with the terms of this Agreement. Lancaster-Lebanon IU 13 further agrees that Student Information in any manner whatsoever; provided, however, that any such information may be disclosed to Lancaster-Lebanon IU 13's employees and representatives who need to know such information for the sole purpose of delivery educational services in accordance with the terms of this Agreement and who are provided with a copy of this confidentiality provision of the contract and agree to be bound by the terms thereof to the extent as if they were parties hereto. In the event that Lancaster-Lebanon IU 13 is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) to disclose any student information, Lancaster-Lebanon IU 13 shall provide PENN MANOR SCHOOL DISTRICT with prompt written notice of any such request or requirement so that PENN MANOR SCHOOL DISTRICT may seek a protective order or other remedy. If, in the absence of a protective order, or other remedy, Lancaster-Lebanon IU 13 is nonetheless legally compelled to disclose Student Information to any tribunal, regulatory authority, or agency, Lancaster-Lebanon IU 13 may, without liability hereunder, disclose to such tribunal, regulatory authority, or agency only that portion of the Student Information which it is legally required to be disclosed, provided that Lancaster-Lebanon IU 13 exercises reasonable efforts to preserve the confidentiality of the Student Information.

Within one (1) year from the date that a student has completed services with Lancaster-Lebanon IU 13, Lancaster-Lebanon IU 13 shall return all Student Information to PENN MANOR SCHOOL DISTRICT, no copies thereof shall be retained. The sole purpose for



the retention of the documents shall be to assist Lancaster-Lebanon IU 13 and PENN MANOR SCHOOL DISTRICT in defending any claim by the student and/or the student's parents or natural guardians. Lancaster-Lebanon IU 13 shall certify in writing to PENN MANOR SCHOOL DISTRICT that such action has been taken notwithstanding the return of the information; Lancaster-Lebanon IU 13 shall continue to be bound by its confidentiality obligations hereunder.

9. Estimated Service Hours : PENN MANOR SCHOOL DISTRICT has estimated the total number of contract services hours to be provided under this contract at 600 hours. This estimate does not commit the school district to a minimum or maximum number of contracted service hours. The estimate will be used by Lancaster-Lebanon IU 13 as a guide for staffing purposes only.
10. Entire Agreement: This Agreement constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, which may have been entered into between them. This Agreement may be amended and/or modified only by a writing signed by the parties. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

If the terms of this agreement meet your district's approval, please have the appropriate authority execute the original. We ask that you return the fully executed original to Lancaster Lebanon IU13 and retain a copy for your records.

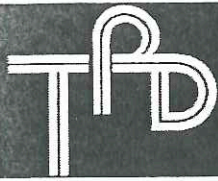
In witness hereof, and intending to be legally bound, the parties hereto affix their signatures below:

By: \_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Lancaster Lebanon Intermediate Unit 13

\_\_\_\_\_  
Date



# TRAFFIC PLANNING AND DESIGN, INC.

2500 EAST HIGH STREET, STE 650  
POTTSTOWN, PA 19464

PHONE: 610.326.3100  
FAX: 610.326.9410

TPD@TRAFFICPD.COM  
WWW.TRAFFICPD.COM

April 6, 2012

PA Society of Professional Engineers  
Professional Development Award Winner

Top 20 Best Civil Engineering Firm  
To Work For In The US

Top 10 Best Place to Work in PA

Philadelphia 100  
Hall of Fame Firm

Inc. 5000  
Fastest Growing Firm

(VIA E-MAIL: denny.coleman@pennmanor.net)

Mr. Denny Coleman  
Penn Manor School District  
2950 Charlestown Road  
P.O. Box 1001  
Millersville, PA 17551-0301  
Phone: (717) 872-9500  
Fax: (717) 871-0754

Re: **Penn Manor School District – Comet Field Venue**  
**Proposal for Construction Bidding and Administrative Services**  
Lancaster Township, Lancaster County, PA  
TPD# PENM.F.00001

Dear Denny:

As requested, Traffic Planning and Design, Inc. (TPD) is pleased to submit this proposal regarding Construction Bidding and Administrative Services for the above-referenced project. Included in this proposal document are sections regarding the proposed **Scope of Work, the Schedule, the Cost Estimate, and Special Provisions**. In order for us to begin work, please review the attached proposal document and return the signed authorization to our office. We appreciate the opportunity to work on this project.

## ASSUMPTIONS

All parts of this scope of work are subject to the following assumptions:

- This proposal includes the cost for construction bidding and contract document preparation for the roadway improvements associated with Comet Field.
- The bidding and contract documents will be prepared utilizing the Engineers Joint Contract Documents Committee (EJCDC) design and construction related documents.
- This proposal does not include cost for observation of the construction activities by a representative of Traffic Planning and Design, Inc. A proposal for these services can be prepared at a later date, if desired.

**If you disagree with any of these assumptions, please notify us at the time you authorize the design work. Otherwise, we will proceed with the design using the assumptions listed above.**





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## SCOPE OF WORK

The following tasks will be completed in preparation of the Construction Bidding and Contract Documents:

### TASK I. BIDDING AND ADMINISTRATIVE SERVICES

1. Prepare the Technical Specifications for the proposed project and prepare all necessary Contract Documents for the construction of the project.
2. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
3. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
4. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
5. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

## PROJECT COST

### Professional Services

Task I represents the Construction Bidding and Administration Services for the above project. The estimated cost for professional services for performing these work tasks is \$6,300.00.

### Expenses

Expenses such as copies, prints, postage, mileage, lodging, next day mail, etc. are not included in the cost estimate for professional services.

### Meetings

The costs for attending additional meetings are not included in the cost estimate for professional services. All meetings not specifically covered in the Scope of Work will be attended at your request or the attorney's request and will be billed hourly using TPD's current fee schedule shown below:



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Senior Vice President	\$190/hour
Vice President	\$170/hour
Senior Project Manager 2	\$165/hour
Senior Project Manager 1	\$145/hour
Project Manager 4	\$140/hour
Project Manager 3	\$130/hour
Project Manager 2	\$120/hour
Project Manager 1	\$110/hour
Design/Planning Specialist 4	\$100/hour
Design/Planning Specialist 3	\$90/hour
Design/Planning Specialist 2	\$80/hour
Design/Planning Specialist 1	\$75/hour
CADD Manager	\$110/hour
CADD 4	\$85/hour
CADD 3	\$75/hour
CADD 2	\$65/hour
CADD 1	\$55/hour
Design/Construction Manager	\$135/hour
Construction Services Technician	\$55/hour
Environmental Services Manager	\$100/hour
Environmental Scientist 1	\$75/hour
Senior Analyst	\$85/hour
Analyst	\$70/hour
Technician Manager	\$55/hour
Technician	\$45/hour
Clerk	\$45/hour

These rates will remain in effect for all work completed by December 31, 2012. Any work completed after December 31, 2012 may be billed at modified billing rates, however, the estimated cost for professional services discussed in this proposal will not change as a result.

It is anticipated that one of TPD's Project Managers will handle your meetings. Hourly rates for President or Executive Vice-President will be furnished upon request if their services are required for a meeting.

**Special Cost Provision**

If, as part of any legal proceeding associated with this project, any TPD employee is subpoenaed for deposition or testimony purposes, you will be billed at TPD's hourly rate (in effect at the time of deposition) for those services plus any related expenses.



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## **SPECIAL PROVISIONS**

### **Copyright, Trade Secrets, and Confidentiality**

#### *1) Copyright and Non-exclusive License:*

TPD is the author and owner of copyright in all data compiled under this agreement (the "Data") and all written reports and analyses created under this agreement (the "Reports"). **Penn Manor School District ("Client")** is hereby granted a limited non-exclusive license to make a reasonable number of copies of Reports provided to Client under this Agreement for the sole purpose of facilitating Client's use of TPD's copyrighted materials as set forth herein, provided that all licensed copies made by Client bear the following copyright notice: "Copyright [year] by Traffic Planning and Design, Inc. All Rights Reserved." Derivative works, including changes or alterations to TPD's copyrighted data compilation(s), written reports, or any other materials produced under this Agreement may not be made without TPD's express permission in writing.

#### *2) Agreement not to make unauthorized uses under laws of unfair competition, misappropriation, trade secret, etc.:*

In addition to the Non-exclusive license above, Client agrees that any non-authorized uses by Client or third parties will additionally constitute a violation of applicable state laws, including without limitation unfair competition, misappropriation, trade secret, etc. Client agrees that third parties, including government entities, will not be provided with copies of the TPD materials for uses that in any way compete directly or indirectly with TPD, or deprive TPD of its normal and customary income. Client agrees that the "Scope of Work" provisions in this Agreement represent a valuable and unique process developed by TPD that may not be used or disclosed by Client as the basis for competitive quotes from third parties without TPD's express consent in writing, and the payment of licensing fees for such proposed use at TPD's sole discretion.

#### *3) Confidentiality and Non-disparagement:*

The Parties agree that to the extent the terms of this Agreement are not required to be publicly disclosed under the law, the terms of this Agreement constitute a confidential and valuable trade secret of TPD. Client and Client's employees, agents, and assigns agree not to disclose or discuss the terms of this Agreement with third parties at any time or for any reason. Client and Client's employees and agents further agree not to engage in any activity or make any statement that may disparage or reflect negatively on TPD.

### **Traffic Counts**

If it is necessary to conduct traffic counts from June 1 to Labor Day, during a school in-service day, a minor holiday, inclement weather, etc., it may be necessary to conduct supplemental counts later to confirm that those counts are accurate and reflect average conditions. If it is found that the counts do not accurately represent average conditions, it may be necessary to adjust the entire study to reflect average conditions. Any work that is required to adjust the study as a result of conducting such traffic counts being conducted will be billed as described in the "Out of Scope Work" section of this proposal.

### **Sight Distance Analysis**

It is assumed that any on-site feature can be eliminated in order to attempt to meet PennDOT's Desirable sight distance standard and TPD will generally identify which such features need to be eliminated. PennDOT values will be used for this initial test since they are generally greater than municipal requirements and usually supercede municipal requirements when the municipal traffic consultant

reviews projects. The results of the sight distance measurements will be furnished to the site engineer to compare against municipal standards.

If PennDOT's desirable sight distance standards are not met for the posted speed limit, a study option will be investigated on a time and materials basis. TPD may compare the existing sight distance measurement to AASHTO and PennDOT safe stopping sight distance (SSSD) requirements for the 85th percentile speed, a perception/reaction time of 2.5 seconds, a wet coefficient of friction of 0.30 and the grade taken from the site plan. During this analysis, a radar speed study may be required to determine the existing 85th percentile speed of off-peak traffic in both directions at the site access point. After completing this initial study, it may be necessary to perform additional speed studies to determine the 85th percentile speed at the point when the brakes will be applied after completing the perception/reaction time and to utilize a different grade over the actual braking distance in order to recalculate the existing sight distance on a time and materials basis.

If this study option doesn't work (existing sight distance is still less than required [acceptable] sight distance), several design options exist including relocating the driveway, regrading the access point, regrading the existing road from which access is being taken, eliminating sight distance obstructions on adjacent properties, etc. Other design alternatives that could be investigated for an existing intersection is the installation of multiway stop signs, or for roads not maintained by PennDOT, the installation of flashing signals with battery back-up installed on "INTERSECTION AHEAD" signs to lower the reaction time although approval of either of these last two design options is typically unlikely. If we identify a problem that cannot be solved utilizing the study options above, and need to investigate design options, we will notify you in writing and proceed if requested on a time and materials basis.

#### Use of Scope

On all projects, TPD takes considerable time developing an appropriate scope of work for your project. **Since we do not charge for this service, all scopes of work are considered proprietary property and are copyright protected.** If Client would like to use this scope as the basis for soliciting bids from other firms, Client must obtain TPD's written permission, and Client may be charged a fee that reflects TPD's services that went into preparing it.

#### Out of Scope Work

Any work requested that is not described in the above scope of work section will be billed on an hourly basis according to the current fee schedule, plus expenses. An example would be revisions to the design drawings caused by changes in the site plans, and/or personal preferences of Client, Client's representatives, reviewers, government bodies, review agencies, agency consultants, etc.

#### Duties and Responsibilities

TPD will strive to perform services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, opinion, document, or otherwise.

It is understood that TPD shall not be held liable for work performed by other parties or for the accuracy of data supplied by other parties upon which TPD may rely. Due to the relatively small fee involved, TPD is limiting its liability to the amount equal to the fees charged to Client related to this project. TPD will not indemnify Client against any loss of profits or loss of use.



TPD will make corrections to the design, whenever practicable, to the extent that they arise directly and wholly as the result of errors, omissions, misinterpretation or misunderstanding of data on the part of TPD or its employees at no cost to the client.

TPD will serve as the professional representative of Client as defined by this Agreement and will provide advice, consultation and services to Client in accordance with generally accepted professional practice. Therefore, estimates of cost, approvals recommendations, opinions, and decisions by TPD are made on the basis of TPD's experience, qualifications, and professional judgment. TPD makes no warranty or guarantee, express or implied, regarding the services or work to be provided under this Proposal or any related Agreement.

TPD requests that any questions regarding the type of service rendered or the amount of the invoice be promptly submitted in writing. Unless such questions are received within twenty (20) days of the date of the invoice, TPD shall regard the invoice as final and undisputed. This will ensure that any fee problems are addressed immediately while recollections of events are fresh.

### **Payments**

- a. Invoices will be issued by TPD as work proceeds.
- b. TPD's Account Receivable Management Policy includes the following conditions governing payment terms:
  - a. At 30 days past invoice date, full payment is due.
  - b. At 60 days past invoice date, TPD's Client Manager must provide acceptable justification to TPD's Corporate Accounts Receivable Department for continuing work on the project. TPD may cease work on the project.
  - c. At 90 days past invoice date, TPD will cease work on the project. A Stop Work Order will be lifted only when the project account is brought current, or by written order of TPD's Board of Directors.
- c. If fees are not paid in full within thirty (30) days of the date of the invoice, and without liability, TPD reserves the right to pursue all appropriate remedies, including withdrawing certifications, stopping work on three days prior written notice, and retaining all documents without recourse.
- d. If at any time an invoice remains unpaid for a period more than thirty (30) days, a service charge equal to 1.5% per month (18% per year) will be charged. If invoices remain unpaid for a period of more than 90 days, Client agrees to reimburse TPD for all costs and expenses incurred in connection with the collection of invoices due hereunder, including reasonable attorney's fees. Payments will be credited first to interest and then to principal.
- e. In the event of any termination (described below), TPD will be entitled to invoice Owner and will be paid in accordance with each Task Order for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

### **Termination**

It is understood and agreed that once the Work is started by TPD, only Client or Client's duly authorized representative shall have the authority to order the work stopped on its behalf, and only by giving TPD written notice. Client may exercise this right to terminate only if it has made all payments due and owing to TPD as provided in the Termination Section. It is further understood and agreed that, after a termination of the Agreement has been effected by Client or its duly authorized representative in accordance with the notice referred to herein, Client or its duly authorized representative may, within 30 days, order work to resume on the project, provided TPD is given ten (10) days advance notice in writing as to when work shall resume. If Client fails to issue a notice either within 30 days or with 10 days

advance notice, TPD shall have no obligation to resume the Work at any time. TPD shall not be obligated to resume services under the Agreement until Client has paid all money previously due and owed by Client. TPD will not be held responsible for any costs that arise due to or as a result of the termination of work under this agreement.

#### **Completion of Work**

Although it is the policy of TPD to complete all services in a reasonably timely fashion, there is no guarantee expressed or implied as to when work will be completed. As stated earlier, there are factors beyond our control that could delay completion of tasks listed in the scope of work.

#### **Documents**

All documents, including drawings and specifications, prepared or furnished by TPD pursuant to this Agreement, are instruments of service and the property of TPD. Client may make and retain copies, but may only use such documents for the purposes described in the Proposal. Any other use shall be at Client's sole risk without any responsibility or liability of TPD, and Client shall indemnify and hold harmless TPD for any liabilities, damages, losses, claims, and expenses arising there from. Client shall pay to TPD such additional charges as TPD may bill for any use or purpose not described in the Proposal.

#### **Acceptance or Rejection of Proposal**

TPD agrees that the Proposal shall remain open and may be accepted by Client for thirty (30) days from the date of the proposal. Acceptance of the Proposal after the end of the thirty (30) day period shall be valid only if TPD elects, in writing, to reaffirm the Proposal and waives its right to re-evaluate and resubmit the Proposal.

#### **AUTHORIZATION**

If you have any questions or comments, please call. Otherwise, TPD will begin work when we receive the signed authorization sheet (see below). Thank you for the opportunity to work on this project.

Respectfully submitted,



Daniel J. Altman  
Construction Manager

Cc: Craig Mellott, P.E., TPD  
TPD File



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**Construction Bidding and Administrative Services**

**Roadway Improvements Associated with Comet Field**

**Lancaster Township, Lancaster County**

**TPD# PENM.F.00001**

***Construction Bidding and Administrative Cost Estimate: \$6,300.00***

***Additional Meetings Not Included in Quoted Price - Please See Project Cost Section***

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**AUTHORIZATION**

**PROCEED WITH SCOPE AS PROPOSED**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please retain one copy for your file and forward the executed copy.

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# C.M. EICHENLAUB CO.

P.O. BOX 8790 PITTSBURGH, PA 15221

PO BOX 187, MILLERSBURG, PA 17061

PHONE: (412) 271-8346 FAX: (412) 824-7280

DATE: April 3, 2012

PROJECT: PENN MANOR SCHOOL DISTRICT  
PO BOX 1001

TO: MR. DENNY COLEMAN  
PHONE: 717-872-9500 EXT 2242

MILLERSVILLE, PA 17551

CELL: 717-201-9938

EMAIL: [denny.coleman@pennmanor.net](mailto:denny.coleman@pennmanor.net)

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TO FURNISH AND INSTALL THE FOLLOWING PARTS AS MANUFACTURED BY DRAPER INC.

(6) ALL STAR RECEIVERS FOR WIRELESS BACKSTOP AND BATTING CAGE CONTROLS AT  
PENN MANOR HS AUX GYM

(1) JACKKNIFE FOR THE BACKSTOP AT MARTICVILLE MS

FOR THE SUM OF .....\$4,936.00

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EXCLUSIONS: TAXES; FREIGHT IS ESTIMATED, ACTUAL FREIGHT COSTS WILL BE ADDED  
TO FINAL INVOICE.

SPECIAL NOTE:

1. THIS BID IS EXPRESSLY CONDITIONED UPON USE OF A.I.A. – A-401 (1997, ed) SUBCONTRACT  
OR OTHER MUTUALLY AGREEABLE TERMS AND CONDITIONS

If you wish to pursue this quote, kindly sign and return with a PO or PO# to our Pittsburgh office : FAX: (412) 824-7280

The C.M. Eichenlaub Company appreciates this opportunity to serve you. We submit this proposal to sell the material or equipment as described and priced above. Subject to all the terms and conditions stated. Terms: NET 30 DAYS. Prices are firm for 30 days. Invoices past 30 days will include 1.25% interest charges. A Purchase Order is required to process any quote.

SINCERELY,

APPROVED BY: \_\_\_\_\_

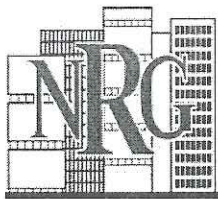
**MSM•**

MICHAEL S. MAIDEN  
VICE PRESIDENT OF SALES – EASTERN PA  
PHONE: 717-329-3574

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

PURCHASE ORDER: \_\_\_\_\_





Proposal # PMSD-NRG-1

## MAINTENANCE SERVICES AGREEMENT between

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

&

NRG Building Services, Inc.  
48 South Harrisburg St.  
Harrisburg, PA 17113

NRG Building Services, Inc. agrees to provide the services described in the attached schedules in accordance with the following terms and conditions:

### Scope of Service

### Facility

Building Automation System

Software Subscription

Martic Elementary School  
Marticville Middle School

Automatic Temperature Controls

### Terms / Automatic Renewal

This Service Agreement shall begin on the **1st day of April 2012**, and shall continue for a period of (1) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon thirty (30) days written notice prior to the anniversary date of the agreement.

The contract price shall be subject to adjustment yearly to recognize any changes in costs. Notice of proposed adjustments to the annual price will be provided at least thirty days prior to agreement renewal date.

### Price and Payment Terms

NRG Building Services, Inc. agrees to furnish the services as described in this agreement for the **Annual sum of: \$22,250.00**. (Twenty Two Thousand Two Hundred Fifty -----00/100). Invoices will be issued **Quarterly** in the amount of **\$5,562.50** as agreed. Payment will be made within 30 days of invoice date. These invoices will be sent in advance of services that we are to provide.

This proposal, including the attached pages, special conditions, and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by NRG Building Services, Inc. This agreement supersedes all prior presentations and agreements not incorporated herein. This Proposal is valid through May 31, 2012.

### Signatures

Submitted for  
**NRG Building Services, Inc.**

By: Kevin Miller

Title: Sales Engineer

Signature: Kevin Miller

Date: January 27, 2012

This agreement is accepted for  
**Penn Manor School District**

By: Denny Coleman

Title: Director of Buildings and  
Grounds

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

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

## Summary of Agreement Coverage

### Optional Coverage Acceptance

#### Agreement # PMSD-NRG-1

This service agreement provides for the maintenance of the Schneider Electric DDC Control system that is controlling the heating, ventilating and air conditioning equipment in the Martie Elementary School and Martieville Middle School. It is intended to insure that the controls receive the calibration, adjustment and maintenance that is required to insure the proper, efficient operation of the equipment and minimize the inconvenience and cost associated with emergency repair service. This agreement provides for scheduled maintenance service only. Equipment and labor required for the repair of the system is *not* included and will be billed at the current Preferred Contract Customer rates as detailed on Attachment "A" unless the option below for Repair Labor and Material is accepted. All service will be performed during normal working hours unless the Emergency Support option is accepted as outlined below.

#### I. SCHEDULED MAINTENANCE

Basic Agreement Coverage

1. Specially trained technicians and engineers will conduct the required tasks to ensure that your equipment is properly maintained. The technicians and engineers who service the facility shall have a minimum of ten years experience in the HVAC controls industry and at least five years experience specifically with the Invensys Building System as is installed at the customer site.
2. Each piece of covered equipment will receive a thorough preventive maintenance routine as outlined in the attached schedules for each specific type of equipment. Each piece of equipment will have it's own check off sheet showing what tasks were completed, when they were completed and who performed the work.
3. Each scheduled call has a specific set of tasks detailing exactly what needs to be performed and what special skills, tools or instruments are required to keep the equipment operating at peak level. A programmed maintenance schedule will be developed during the first year detailing what equipment is to be inspected and calibrated during each monthly inspection.
4. A service report will be completed after each call and will be provided to the customer. A duplicate record will be maintained by NRG Building Services to update the history of work performed.
6. A listing of typical service procedures is given in the attachments which follow.

#### II. REPAIR LABOR AND MATERIALS OPTION

Accepted by:

ADD: Seven Thousand Dollars (\$7,000.00)

Includes all necessary parts and unscheduled labor required to restore the covered equipment to normal operation during normal working hours.

#### III. EMERGENCY SUPPORT OPTION

Accepted by:

Not applicable at this time

Guarantees emergency services for critical responses on a 7-day/week, 24-hour/day basis. Provides for a guaranteed 4 hour response time on-site.

## Attachment "A"

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### SCHEDULE OF BILLING RATES AND MATERIAL COST

#### 2012 - CONTRACT YEAR

#### Preferred Contract Customer Billing Rates (For work performed over and above the contract)

##### **DDC Control Technician**

Monday – Friday	8:00am to 5:00pm	\$119.50
Monday – Friday	5:00pm to 8:00am	\$179.25
Saturday	12:00am to 12:00pm	\$179.25
Sunday & All Holidays	12:00am to 12:00pm	\$239.00
Travel Charges	\$63.00 per Hour and \$.75 per Mile	

##### **HVAC Specialist**

Monday – Friday	8:00am to 5:00pm	\$ 84.00
Monday – Friday	5:00pm to 8:00am	\$126.00
Saturday	12:00am to 12:00pm	\$126.00
Sunday & All Holidays	12:00am to 12:00pm	\$168.00
Travel Charges	\$63.00 per Hour and \$.75 per Mile	

#### Preferred Contract Customer Parts Multiplier

##### Multiplier Times North America Field Office List Price

"Pneumatic/Electric/Electronic Components"	Times 0.50
"DDC Components Price Schedule"	Times 0.70



## SCHEDULE "A"

### Performance Assurances

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

\*This agreement provides (24) man-days of preventative maintenance per year.

#### I. Hardware Support Services

NRG Building Services will perform scheduled preventive maintenance inspections and diagnostic services on the equipment covered under this agreement as required to maintain the system at maximum performance and reliability levels. The tasks specifically included are:

- a. Diagnostic check of the communication networks including the local area network between all System Controllers to insure that all controllers are on-line and communicating.
- b. Verification of control sequences for all mechanical and/or electrical equipment to insure the system is operating as designed.
- c. Recalibration of all field sensors, annually to within  $\pm 0.5$  DegF. to insure occupant comfort and maximum system efficiency.
- d. Cleaning of battery terminals and replacement of battery annually to insure database protection in the event of a power outage.
- e. Back-up of the Network Control Module database quarterly to insure a current copy is available in the event of a catastrophic controller failure.
- f. Review Alarm and Service History logs to evaluate system performance and provide a written recommendation as to what corrective action is required.
- g. Perform system analysis with emphasis on optimizing the performance of the controlled equipment.
- h. Verification of alarms and their automatic control sequences.

#### II. Modem / Internet Access

A telephone modem / Internet Access is provided at the owner's facility to permit remote communications with the system by NRG Building Services personnel to provide on-line support for the on-site operator. Modem / Internet support insures a fast response to problem calls, minimizes occupant discomfort and reduces the number of premium time service calls required. A separate phone line will be supplied and maintained by the customer. This agreement provides for a total of (8) hours per year of phone support.

#### III. Software / Revision Upgrades

NRG Building Services will provide the customer with all scheduled updates and revisions to the Human Machine Interface software as well as related materials which shall be made available during the term of the agreement. Firmware upgrades which enhance system operation and prevent system obsolescence of any system controllers will also be provided at no additional cost to the customer.

#### IV. Training

Operator training will be provided on an ongoing basis by the NRG Building Services service technician. Preventive maintenance inspections may be temporarily suspended at the discretion of the owner to provide informal "brushup" operator training.

## SCHEDULE "B"

### Human Machine Interface

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

#### Tasking / Maintenance Services

Service Procedure	Function	Benefit
Visual Inspection of Computer & Peripherals	Visually inspect and clean all hardware to be free of physical damage, dust and debris.	Ensure there are no impending device failures, which can adversely affect system operation.
Analyze and test hard disk drive and correct errors	Provide and install new replacement disk drive (if required). Install system database	Protect database from catastrophic failure.
Perform System Diagnostics	Ensure proper functionality and performance of all elements of workstation.	Validates that keyboard, printer and CRT respond to system status and control.
Database Verification  Verification of System Operations  "Spot Check of Functions"	<p>Verify operation of monitor screen</p> <p>Verify setup and operation of trend reports</p> <p>Verify setup and operation of archival trend storage reports</p> <p>Verify setup of users, passwords and privilege levels to agreed upon "as builds".</p> <p>Correct records and/or differences as noted.</p> <p>Verify setup and operation of maintenance time reminder applications.</p> <p>Verify operation of print screen documentation capability.</p> <p>Verify synchronization of network clock operations.</p> <p>Verify operation of status log reports</p> <p>Verify operation of point summary reports.</p> <p>Verify operation of real-time graphics displays.</p> <p>Verify setup and operation of FMS report applications.</p>	<p>Provides routine testing and verification that programs are performing as designed to produce expected results.</p> <p>Ensures that operational staff has thorough knowledge of system operations and methods.</p>

## Human Machine Interface

### Tasking / Maintenance Services

Service Procedure	Function	Benefit
Computer & Peripherals Checkout	Provide backup of system database to hard disk system.	Ensures on-site PC files are maintained at operating standard.
Device Database Backup	Provide backup to floppy diskette of archived trend data files for long-term storage.	Ensures accumulated data may be recovered for later analysis.
	Provide hard disk backup of data files for off-site storage.	Protects total system from catastrophic loss or malicious damage by providing off-site archived storage.
	Provide hard disk backup of data files for on-site storage.	Provides an on-site backup of system for fast recovery in event of catastrophic failure
	Perform routine disk file maintenance.	Ensures that disk is organized and clear of data previously saved to backup disk.



# SCHEDULE "C"

## Network / Global Command Control Modules

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

### Tasking / Maintenance Services

Service Procedure	Function	Benefit
Visual inspection of LEDs, fuses, cable connectors & RS232 Ports	Ensure device is not physically damaged.  Report all damaged components.	Ensures there are no impending device failures, which can adversely affect system operation and integrity.
Check for pneumatic line contaminants	Ensure that the lines are free from oil and water.	Keeps the pneumatic output cards' functioning for control of valves or dampers to ensure occupant comfort and safety.
Clean and Inspect battery terminals	Ensure that connections are tight and corrosion free.	Continuous power is available in the event of power failure to protect memory.
Verify system databases and modifications	Compare, verify that each device database matches agreed upon owner "as built" prints and records.  Identify all additions, modifications and changes to software sequences, setpoints, schedules and limits.  Provide assessment report to owner of impact of all noted changes.  Correct all non-approved changes to "as built" status and download database to device as required.	Database verification ensures DDC system operates and performs as designed to meet goals for energy and reduction and comfort performance.  Eliminates "creeping decay" of operational performance caused by non-removal of "temporary" bypasses, etc.  Provides owner with recommended courses of action to improve performance over time.  Ensures records are accurately maintained and documented.
Verify operation of remote telecommunications datalink to remote site	Initiate communications with DDC control network.  Verify alarm dial-out capabilities to service contractor.	Provides continuous check of service response mechanism.  Detects failures of third party datalink.
Remote service  On-site service	Provide routine database backup service of all operating controller databases.  In the event of catastrophic failure, download database to replacement device.  Update device database to current operating standards.	Reduces downtime by having a current database available for replacement.  Provides an off-site record archiving depot as protection against catastrophic failure, theft and malicious damage to databases.
Verify operation of system control outputs	Check schedules, sequences and setpoints.	Provides accurate and efficient control of equipment for safety, comfort and system reliability.

# SCHEDULE "D"

## System Level Controllers

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

### Tasking / Maintenance Services

Service Procedure	Function	Benefit
Check sequence of mechanical equipment	Verify that controlled equipment properly cycles from full heat to full cool.	Ensures that system operates as designed to provide proper occupant comfort.
Check room sensor accuracy	Verify operational accuracy of room sensor within + or - 0.5 degrees F.	Ensures comfort of occupants is provided.
Check zone occupancy override operation option	Verify that controlled systems switch from occupied to unoccupied modes.	Ensures after-hours comfort of occupants.  Verifies proper input to after-hours billing programs.  Maximizes energy efficiency of systems by employing scheduled control sequences.
Check economizer cycle operation	Verify that economizer modulates to maintain mixed air setpoint. Verify that enthalpy changeover function operates per design. Verify that modulating low limit function operates as designed.	Maximizes energy savings by using free cooling whenever possible.  Maintains system operating efficiency.  Extends compressor life by utilization of free cooling.  Minimizes potential of coil failure by ensuring operation of low limit devices.
Check for pneumatic line contaminants	Ensure that the lines are free from oil and water.	Keeps the pneumatic output cards functioning for control of valves and dampers to ensure occupant comfort and safety.



SCHEDULE "E"

VAV Box Controllers

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance  
☐ Repair Labor and Materials - Optional

Tasking / Maintenance Services

Service Procedure	Function	Benefit
Check airflow of pressure independent VAV terminals	Verify that VAV terminal min./max. airflow conforms with "as built" drawings at current revision level.  Provide written report of any variances greater than + or - 50 CFM.	Ensures proper ventilation requirements.  Ensures occupant comfort requirements can be met.  Ensures building operations perform as designed, meeting efficiency standards for building.
Check VAV sequences of operation	Verify operation of heating, cooling, occupied, unoccupied and warm-up modes of operation.	Ensures system operates as designed to provide proper comfort under all operating conditions.  Maintain system operating efficiency at design, reducing operating costs.
Check room sensor for accuracy	Verify operational accuracy of room sensor within + or - 0.5 degree F.	Ensures occupant comfort is met.  Ensures system operates at maximum efficiency.
Check duct sensor for accuracy	Verify operational accuracy of duct sensor within + or - 1.0 degree F.	Ensures BTU calculations are accurate over time.
Check airflow sensor pickup tube for contaminants	Verify that lines are free from oil and water.	Ensures comfort of occupants is provided.

# SCHEDULE "F"

## Electric / Electronic Temperature Controls

Frequency:

Coverage:

☒ Quarterly

☒ Scheduled Preventive Maintenance

☐ Repair Labor and Materials - Optional

### Tasking / Maintenance Services

Service Procedure	Function	Benefit
VAV box inspection	<p>Check all valves and wiring</p> <p>Check all damper actuators and wiring.</p> <p>Check operation of all dampers and lubricate.</p> <p>Check operation of all auxiliary devices.</p>	Ensures comfort and economy.
Boiler, Chiller, Converter pumps and zone control inspection.	<p>Check all valves and wiring.</p> <p>Check all immersion and outdoor elements.</p> <p>Check all relays and terminal connections.</p> <p>Check voltages to controlled devices.</p> <p>Check operation of all auxiliary devices.</p>	Provides assurance of safe, reliable operation.
Fan systems and HVAC controls	<p>Review all sequences of operation.</p> <p>Check all control valves and wiring</p> <p>Check operation of all dampers and lubricate.</p> <p>Check operation of all auxiliary devices.</p> <p>Check all relays and terminal connections.</p> <p>Clean and wipe down all panel faces.</p> <p>Check voltages to controlled devices.</p>	Ensures proper pressurization and ventilation of conditioned space so that comfort is provided economically.

SCHEDULE "F" - Continued

**Electric / Electronic Temperature Controls**

**Tasking / Maintenance Services**

<b>Service Procedure</b>	<b>Function</b>	<b>Benefit</b>
Control panel inspection	Clean and wipe down all panels.	Provides a neat and clean appearance of panels.
	Check all primary and secondary transformer voltages.	Extends life of transformers.
	Check all terminal strip connections.	Prevents overheating of wiring connections.
	Check all relay and auxiliary device connections.	
	Check all solid-state drives.	



**LIST of COVERED EQUIPMENT**

**Penn Manor School District**

**Building Names:**

- Martic Elementary School
- Marticville Middle School

**Equipment List:**

- Includes all equipment as shown in final accepted "as built" control drawings provided by the "ATC" contractor.



**Crabtree, Rohrbaugh & Associates  
Architects**

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

April 10, 2012

Denny Coleman  
Director of Buildings and Grounds  
Penn Manor School District  
2950 Charlestown Road  
Lancaster, Pa. 17603

**RE: Penn Manor School District  
Manor Middle School – Floor Replacement  
CRA Project No. 2536**

Dear Mr. Coleman:

We are pleased to provide this proposal for Architectural services required for the terrazzo floor replacement at Manor Middle School. This proposal is based upon the following services:

Our services will include the following:

- Provide estimated cost of construction for work associated with this project and construction schedule.
- CADD input of partial floor plans and details in the areas designated to receive new work
- Perform preliminary in-house code analysis prior to submitting for official code review.
- Development of construction documents (drawings and specifications) for review and bidding purposes.
- Assist owner with submitting drawings for code review and assist owner with obtaining building permit.
- Coordinate specification and related work testing agencies and other related consultants.
- Create front-end specifications, including bid forms tailored for single prime for General Construction Contract only and assist owner with advertisement for bidding description. All plumbing related work shall be under the General Construction Contract and not as a separate contract.
- Perform RFI review and response and addendums during bidding and during construction. Including issuance of any supplemental drawings or sketches.
- Perform shop drawing and submittal review prior to and during construction. Including contractor as-built drawing review and turn over to owner.
- Review and analyze any change order proposals.

- Review contractor's final punch list.
- Assist owner during construction activities. The owner is responsible to hold his own construction meetings on a set schedule or as needed basis with the awarded General Contractors (and any of their subcontractors). The architect and engineer will assist the owner through site visits and remotely per the enclosed quantities and services here-in.
- A total of **five (5) site visits** shall occur by the architect:
  - 1 site visit at pre-bid meeting.
  - 1 site visit at bid opening. (Architect only)
  - 1 site visit for a pre-construction meeting.
  - 1 site visit during construction operations.
  - 1 site visit at completion or near completion of the work by the contractor for compliance and punch list review.
  - Additional site visits beyond those identified above will be subject to additional services beyond the total cost indicated.

The total architectural fees and engineer fees for the above services will be **\$6,250**. In addition to the fixed fee amount, normal reimbursable expenses for regulatory agency approvals, travel expenses and the duplication of contract documents will be billed to the owner. We will administer these services through the contract provisions of our AIA, B141 Owner-Architect Agreement, if this is acceptable to you.

Please notice that required moisture and slab testing will be a separate billing direct to the owner.

As always, we appreciate the opportunity to continue to provide professional architectural and engineering services to the Penn Manor School District. We look forward to your favorable reply to this proposal. Please contact me if you have any questions or otherwise need additional information.

Sincerely,

**CRABTREE, ROHRBAUGH & ASSOCIATES**



Lawrence P. Levato  
Senior Project Manager

Cc: file





**Crabtree, Rohrbaugh & Associates  
Architects**

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

April 10, 2012

Denny Coleman  
Director of Buildings and Grounds  
Penn Manor School District  
2950 Charlestown Road  
Lancaster, Pa. 17603

**RE: Penn Manor School District  
Penn Manor High School – Toilet Renovations  
CRA Project No. 2535**

Dear Mr. Coleman:

We are pleased to provide this proposal for Architectural and Engineering services required for the toilet renovations at Penn Manor High School. This proposal is based upon the following services:

Our services will include the following:

- Provide estimated cost of construction for work associated with this project and construction schedule.
- CADD input of partial floor plans and details in the areas designated to receive new work
- Perform preliminary in-house code analysis prior to submitting for official code review.
- Development of construction documents (drawings and specifications) for code review and bidding purposes.
- Assist owner with submitting drawings for code review and assist owner with obtaining building permit.
- Coordinate specification and related work with Moore Engineering and other owner related consultants.
- Create front-end specifications, including bid forms tailored for single prime for General Construction Contract only and assist owner with advertisement for bidding description. All plumbing related work shall be under the General Construction Contract and not as a separate contract.
- Perform RFI review and response and addendums during bidding and during construction. Including issuance of any supplemental drawings or sketches.
- Perform shop drawing and submittal review prior to and during construction. Including contractor as-built drawing review and turn over to owner.
- Review and analyze any change order proposals.

- Review contractor's final punch list.
- Assist owner during construction activities. The owner is responsible to hold his own construction meetings on a set schedule or as needed basis with the awarded General Contractors (and any of their subcontractors). The architect and engineer will assist the owner through site visits and remotely per the enclosed quantities and services here-in.
- A total of **five (5) site visits** shall occur by the architect and **one (1) site visits** by the engineer.
  - 1 site visit at pre-bid meeting.
  - 1 site visit at bid opening. (Architect only).
  - 1 site visit for a pre-construction meeting.
  - 1 site visit during construction operations.
  - 1 site visit at completion or near completion of the work by the contractor for compliance and punch list review.
  - 1 site visit by Moore Engineering
  - Additional site visits beyond those identified above will be subject to additional services beyond the total cost indicated.

The total architectural and engineer fees for the above services will be **\$6,500.00**. In addition to the fixed fee amount, normal reimbursable expenses for regulatory agency approvals, travel expenses and the duplication of contract documents will be billed to the owner. We will administer these services through the contract provisions of our AIA, B141 Owner-Architect Agreement, if this is acceptable to you.

As always, we appreciate the opportunity to continue to provide professional architectural and engineering services to the Penn Manor School District. We look forward to your favorable reply to this proposal. Please contact me if you have any questions or otherwise need additional information.

Sincerely,

**CRABTREE, ROHRBAUGH & ASSOCIATES**



Lawrence P. Levato  
Senior Project Manager

Cc: Tim Dellinger – Moore Engineering

**PENN MANOR SCHOOL DISTRICT**  
**HOT WATER STORAGE TANK REPLACEMENT**  
**PENN MANOR HIGH SCHOOL**  
**BID OPENING: MARCH 29, 2012 AT 10:00 A.M.**

CONTRACTOR	ATTACHMENTS					
	00550 - Bid Bond	00429 - Non-Collusion Affidavit	00460 - Non-Discrimination	00520 - Workmen's Comp Affidavit	Received Addenda No. 1	Signatures
	Base Bid/Alternation Bid					
	TOTAL					
Commercial Mechanical Construction	33,530/44,690	✓	✓	✓	✓	✓
LTS Plumbing & Heating	39,890/45,780	✓	✓	✓	✓	✓
Jay R Reynolds	44,200/54,440	✓	✓	✓	✓	✓