



# CITY OF PITTSTON REDEVELOPMENT AUTHORITY

April 07, 2026 at 6:00 PM  
73 S Main Street, Board Room

## AGENDA

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**1. CALL TO ORDER**

**2. READING OF MINUTES**

**3. PUBLIC COMMENT PERIOD**

**4. INCOMING COMMUNICATIONS**

**5. OUTGOING COMMUNICATIONS**

- A.** Letter dated 3.10.25 to Mr. Hines at Pittston City regarding loan request of \$87,174 for abatement work at former Quinns Lot

**6. BILLS FOR APPROVAL**

- A.** Open Space Building Operating Expenses
  - Community General
  - CDBG
  - Fidelity General
  - Wells Fargo General
  - GPLR
  - Land Proceeds
  - LSA
  - HOME
  - Various Projects
  - GPEDC

**7. GENERAL BUSINESS**

- A.** Motion to approve Oombra's Additional Service Authorization No. 4.
- B.** Motion to approve Office Space Sharing Agreement for 73 S Main St Suite 200 between RDA & Pittston Housing Authority

- C.** Motion to ratify Service Order #1 for Lincoln Heights Window Replacement with Reilly Engineering in the amount of \$65,340, funded by CDBG
- D.** Motion to approve Pay Application 9 from Champion Builders for the Open Space Co-Location Project in the amount of \$4,950 as recommended by Quad 3
- E.** Motion to approve Pay Application 10 from Champion Builders in the amount of \$31,105 for the Open Space Co-Location Project, as recommended by Quad 3
- F.** Motion to approve Pay Application 4 from Vishnefski Electrical in the amount of \$10,000 for the Open Space Co-Location Project, as recommended by Quad 3
- G.** Motion to approve PennDOT offer to purchase parcel necessary for bridge replacement project for \$12,400
- H.** Motion to approve Design/Build Bid from DirtSculpt in the amount of \$149,500 for Pump Track Design as funded by Greenways Trails and Recreation Grant

**8. EXECUTIVE SESSION**

**9. OPEN DISCUSSION**

- A.** Update on Market & Main/New American Theater Project

**10. ADJOURNMENT**



City of Pittston  
**REDEVELOPMENT  
AUTHORITY**



Section 5, Item A.

35 Broad St., Suite 202  
Pittston, PA 18640  
Phone: (570) 654-4601  
Fax: (570) 602-9261

3.10.2026

David Allen Hines  
35 Broad St  
Pittston PA 18640

Dear Mr. Hines,

Please accept this letter as a request for previously obligated funded per resolution 13163 to loan the Redevelopment Authority \$87,174 to fund the abatement work at the former Quinns Grocery Store demolition project.

This will cover Pay Application 1 for Ecoservices LLC. There will be a subsequent payment request for the demolition portion of the project.

Thank you for your partnership and assistance in this redevelopment project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Shannon Bonacci".

Shannon Bonacci  
Deputy Director  
Pittston Redevelopment Authority

**ADDITIONAL SERVICE AUTHORIZATION NO.  
REVISION 1 (01/30/2025)  
REVISION 2 (02/24/2026)**

**1058.01-004**

**DATE:** December 12, 2024

**PROJECT:** **Pittston New American Theatre - Pittston, PA**  
Project Number 1058.01

**AGREEMENT:** In accordance with the Agreement dated December 08, 2023  
Between the Pittston RDA - Owner  
And OOMBRA Architects LLC - Architect  
For the project located at Market and Main Street in Pittston, PA

**PURPOSE:** Civil, Landscape and Architecture for the new Park and relocated Wharf Street connecting to Kennedy Blvd

**DESCRIPTION:**

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This **Additional Services Authorization (ASA)** is intended to cover fees associated with additional Civil Engineering, Landscape Design, and Architectural work required to complete the New American Theatre project. These services include the design and implementation of the new park and the relocation of Wharf Street to connect with Kennedy Blvd.

The scope also addresses the completion of the egress path and stair required for the theater's means of egress, as well as the hill and landscaping that cover the theater crossover and retaining wall along Market Street. These scope items and their associated fees will now be included under the Phase 1 New American Theatre project and removed from the future Parkade project.

Additionally, this ASA includes the preparation of documents and potential presentations required for city zoning approval. While the original contract excluded entitlements based on the understanding that the project was by-right, it is now clear that zoning approval is necessary. This revised scope ensures the architectural efforts required to meet these new zoning requirements are accounted for.

The primary driver of this ASA is to initiate Civil Engineering work on required approvals that have long lead times and are critical to the completion of the theater project. Any additional elements, such as park lighting, will be addressed as separate services if required.

The additional scope of work and associated fees are summarized below:

**CIVIL/PENNONI**

**A. SCHEMATIC DESIGN - PREVIOUSLY APPROVED**

- Develop two schematic layout plans, including building location, parking layout, and traffic circulation.
- Prepare a stormwater concept plan and preliminary mitigation techniques.

- Conduct revisions based on client preferences and attend two design team meetings.
- Coordinate Wharf Street utility relocation and connection

**FEE: 11,000**

**B. PRELIMINARY/FINAL LAND DEVELOPMENT AND DESIGN DEVELOPMENT PLANS - PREVIOUSLY APPROVED**

- Develop comprehensive land development plans for grading, drainage, utility layout, utility relocation and erosion control.
- Prepare landscape and lighting plans.
- Perform revisions to accommodate regulatory comments and provide improvement agreement cost estimates.

**FEE: \$75,000**

**C. STORMWATER MANAGEMENT - PREVIOUSLY APPROVED**

- Prepare designs and reports for stormwater systems in compliance with local and state regulations.
- Submit stormwater plans and narratives to the City of Pittston and Luzerne County Planning Commission.

**FEE: \$23,000**

**D. NPDES PERMIT - PREVIOUSLY APPROVED**

- Prepare and submit a National Pollutant Discharge Elimination System (NPDES) permit for construction stormwater discharge.
- Coordinate with Luzerne Conservation District for review and address regulatory comments.

**FEE: \$29,000**

**E. NPDES PERMIT NOTICE OF TERMINATION - HOLD FOR FUTURE APPROVAL**

- Submit termination documents for the NPDES permit, including updated PCSM plans.
- Conduct critical-stage inspections during BMP installation and perform closeout site visits.

**FEE: \$18,500**

**F. CIVIL/SITE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS - NEED APPROVAL**

- Incorporate revisions based on comments from regulatory agencies and the client.
- Provide 60% construction drawings and specifications for review.

**FEE: \$14,800**

~~**G. GREEN ROOF CONSTRUCTION DOCUMENTS - REMOVED, TASK NO LONGER NEEDED**~~

- ~~• Develop green roof design, including plans, construction details, and material specifications.~~
- ~~• Coordinate with the design team to finalize green roof elements.~~

~~**FEE: \$12,600**~~

~~**H. GREEN ROOF CONSTRUCTION LIAISON - REMOVED, TASK NO LONGER NEEDED**~~

- ~~• Attend pre-construction meetings and review contractor submittals.~~

- Provide site visits during

**FEE: \$10,500**

## **LANDSCAPE/GROUND RECONSIDERED**

### **SCHEMATIC DESIGN (SD): - PREVIOUSLY APPROVED**

- Walk the site to review the survey, observe the natural systems and man-made patterns on the site, and to observe adjacent areas and uses. Project kick-off meeting with appropriate client stakeholders is assumed to be concurrent with the site visit
- Prepare schematic landscape drawings for cost estimating, team coordination, and Owner review
- Attend weekly design team meetings either virtually or in Philadelphia
- Construct 3D site model as needed to prepare perspective site views, relying on building models provided by the Architect
- Attend one to two meetings with RDA to present and discuss landscape site development
- Coordinate with Civil, Electrical, Structural, and Mechanical Engineers on overall site grading, stormwater management, lighting, and other site utility issues as required
- Prepare annotated drawings and narrative for cost estimating purposes
- Review and respond to cost estimate prepared by others
- Revise landscape design as required to align with construction cost allocation
- Prepare and issue final schematic design drawings to be included in a schematic design set

**FEE: \$31,000**

### **DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTATION (DD/CD):**

- Prepare design development drawings advancing the design decisions made during Schematic Design
- Attend biweekly design team meetings either virtually or in Philadelphia
- Update rendered plans and illustrative views
- Submit interim progress sets for coordination, costing, review, and comment
- Provide landscape drawings for inclusion in agency review submissions
- Coordinate with Civil, Electrical, Structural, and Mechanical Engineers on overall site grading, stormwater management, lighting, and other site utility issues as required
- Review and respond to cost estimate prepared by others
- Revise landscape design as required to align with construction cost allocation
- Prepare landscape specifications
- Prepare and submit design development drawings and specifications to be included in the project set
- Prepare construction drawings and specifications, including documentation of site protection, site layout, site materials and furnishings, site planting, and soils and site details
- Coordinate with the design team on-site grading and drainage, lighting, and site utility issues
- Attend biweekly design team meetings in Philadelphia and via conference calls
- Submit interim progress sets for coordination, costing, review, and comment
- Revise landscape design as required to align with construction cost allocation
- Submit 100% final landscape construction documents to be incorporated into the bid set

**FEE: \$75,000**

### **BIDDING AND CONSTRUCTION OBSERVATION (CA): - NEEDS APPROVAL**

- Respond to bidder questions
- Prepare and issue information for inclusion in addenda as required
- Attend landscape contractor scoping meetings virtually

### **CONSTRUCTION OBSERVATION**

- Review office submittals (samples, test data, certifications, etc.) as required by Specification
- Prepare responses to Contractor Requests for Information
- Conduct four site visits and attend concurrent job meetings as appropriate. Typical site visits include review of subgrade, soil installation, finished grade before planting, pavement layout, planting layout, pavement and site element mock-ups, and plant installation. Prepare and submit Site Observation Reports.
- Conduct two days of nursery visits to tag trees and submit Nursery Visit Reports
- Conduct site visits upon Substantial Completion of the site work and prepare punch lists of items requiring adjustment or completion. Two punch list site visits are anticipated
- Conduct one final site visit upon completion of the punch list items

**FEE: \$44,000**

### **ARCHITECTURE/OOMBRA:**

#### **SCHEMATIC DESIGN (SD): - PREVIOUSLY APPROVED**

- Development of conceptual layouts, precedent research and schematic designs for outdoor and environmental spaces, including the park, road, sidewalks, paths, sculptural elements and egress areas
- Integration of site elements with theater requirements, ensuring functionality and alignment with project goals
- Coordination with Civil, Landscape, and other design disciplines to create a unified vision and address project requirements
- Preliminary analysis of codes and regulations relevant to the park, sidewalks, and egress areas
- Preparation of zoning submission documents, including plans and supporting materials, to secure necessary city approvals
- Evaluate grading, drainage, stormwater design and landscape opportunities for environmental impact and end user experience
- Provide initial layouts for environmental spaces, focusing on relationships between open areas, circulation, and connections to adjacent streets and structures
- Generate concepts for planting areas, green roofs, stormwater management, and sustainable outdoor elements with input from the landscape architect and civil engineers
- Address site furnishings, lighting, and material selection for key outdoor areas
- Collaborate with the client to review schematic designs and incorporate feedback
- Provide site renderings and promotional materials to communicate design intent for outdoor spaces
- Coordinate with the landscape, civil engineers, and other consultants to integrate technical solutions into the design

**FEE: \$30,000**

#### **DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTATION (CD):**

- Refine schematic design with additional detail and coordination between architect, landscape architect, MEP and civil engineers
- Develop comprehensive design documents for outdoor spaces, including grading, drainage, and material specifications
- Collaborate with consultants to refine lighting, stormwater management, utilities and planting concepts
- Conduct regular client consultations to review progress and incorporate feedback
- Ensure seamless coordination between civil, MEP and landscape elements to achieve a cohesive design
- Prepare promotional materials and presentations to communicate the design vision
- Produce detailed construction drawings and specifications for outdoor spaces, including site layouts, hardscapes, and planting plans
- Detail materials, finishes, and furnishings for outdoor areas, including sidewalks, stairs, and park features
- Coordinate and locate sculptural elements in the park

**FEE: \$90,000**

#### **BIDDING AND CONSTRUCTION ADMINISTRATION (CD): - NEEDS APPROVAL**

- Coordinate the issuance of bidding documents, respond to contractor inquiries, and issue addenda to address design changes or additional information in compliance with project and funding requirements
- Review and evaluate contractor bids with the client and consultants to ensure alignment with project specifications, budget, and any federal or grant stipulations
- Support the client in finalizing contractor selection
- Periodic site visits to observe construction progress and ensure Work adherence to Design Intent in the Contract Documents.
- Review and evaluation of shop drawings, product data, and samples
- Interpretation of contract documents for construction clarification
- Review change orders
- Preparation of progress field reports
- Certification of payment applications based on completed work
- Ongoing client consultation and coordination.
- AHJ (Authority Having Jurisdiction) consultation and response to code-related inquiries.
- Structural, Civil, MEP and Landscape construction coordination

**FEE: \$25,000**

**COMPENSATION:**

The fee for the scope of services as defined above shall be ~~364 Thousand 0 Dollars (\$364,000)~~ 83 Thousand 800 Dollars (\$83,800):

Firm (Discipline)	Revision 2 Fee Remaining
Pennoni (Civil)	<del>\$138,000</del> / \$14,800
Ground Reconsidered (Landscape)	<del>\$106,000</del> / \$44,000
OOMBRA (Architecture)	<del>\$120,000</del> / \$25,000
<b>Total</b>	<b><del>\$364,000</del> / \$83,800</b>

Upon acceptance by the Owner, each Additional Services Proposal and the services performed by OOMBRA pursuant to each Additional Services Proposal shall become part of the Basic Scope of Service and shall be subject to all the terms and conditions of our base contract dated December 08, 2023.

Sincerely,  
OOMBRA Architects LLC.



AJ Reilly  
Founding Principal

**Please sign and date below and return to engage OOMBRA for this Additional Service**

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Electronic transmission may also constitute acceptance

Hi Joe,

Thank you for the update and please extend our condolences to the Board Chairman and his family.

I appreciate your message and the opportunity to clarify the items included in ASA 004 Rev 2.

When the original agreement was executed in December 2023, the project scope reflected the initial development concept and site limits described in the contract. At that time, the project did not include construction over Wharf Street or the development of the public park on the Quinn's parking lot site. A landscape architect was not engaged and Pennoni's civil scope was limited to the original project area.

As the design progressed, the project evolved to include several important elements that expanded the scope of work, including:

- Expansion of the theater program to accommodate a larger seating capacity
- Building construction extending over the existing Wharf Street and into the existing parking lot
- The addition of the public park on the Quinn's parking lot site
- New site elements including the ramp, amphitheater, and rain gardens along Market Street for stormwater management and a pedestrian accessible connection to Kennedy Boulevard
- Additional time for design coordination and extended approval timelines associated with items such as the PennDOT Highway Occupancy Permit (HOP) and PA DEP Sewage Planning Module (SC3)

Because of these additions, ASA 004 was issued to incorporate Ground Reconsidered for landscape design, expand Pennoni's civil scope to address the larger project footprint, park improvements and relocated Wharf Street and account for additional design and coordination effort by OOMBRA.

At the time ASA 004 was issued, several items associated with Bidding and Construction Administration services were placed on hold so that only the work immediately necessary to advance the design phases could proceed.

Now that the project has entered the bidding phase and will soon move toward construction, the consultant team is performing services that extend beyond the portions previously authorized. ASA 004 Rev 2 incorporates the remaining services that were deferred earlier so the team can continue supporting the bidding process and construction phase.

While Bidding and Construction Administration services were included in the original agreement, the level of effort associated with those services was based on the original project scope and site configuration. As the project expanded so did the level of consultant coordination and bidding/construction phase involvement increased accordingly. The adjustment reflected in ASA 004 Rev 2 accounts for that expanded scope and the additional services required to support the project through bidding and construction.

Our goal is to ensure that our team and the consultants can continue supporting the project through bidding and construction without interruption. We appreciate your attention to this matter and hope this explanation provides enough context for authorization.

**BEST :**  
AJ REILLY, AIA

FOUNDING PRINCIPAL // OOMBRA ARCHITECTS  
office: 267.741.0007 // cell: 313.378.2653 // direct: 215.436.9389  
915 SPRING GARDEN STREET, SUITE 306 PHILA PA 19123

## OFFICE SPACE SHARING AGREEMENT

This Office Space Sharing Agreement (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **Pittston Redevelopment Authority**, hereinafter referred to as “Lessor,” and the **Pittston Housing Authority**, hereinafter referred to as “Lessee.”

### 1. Premises

Lessor agrees to permit Lessee to co-share office space located at **73 South Main Street, Suite 200, Pittston, Pennsylvania**, which is owned by the Pittston Redevelopment Authority.

### 2. Term

The term of this Agreement shall be for a period of two (2) years beginning on \_\_\_\_\_, 2026 and ending on \_\_\_\_\_, 2028, unless terminated earlier by mutual agreement of the parties.

### 3. Contribution Toward Building Costs

As consideration for use of the shared office space, Lessee agrees to contribute toward utilities, maintenance, and general upkeep of the building as follows:

- **Year One:** \$1,000 per month
- **Year Two:** \$1,100 per month

Payments shall be made monthly to the Pittston Redevelopment Authority.

### 4. Use of Space

Lessee may use the premises for general office and administrative purposes related to its operations.

### 5. Shared Use

The parties acknowledge that the premises are shared office space and may be used by both entities and their staff in a cooperative manner.

### 6. General Conditions

Both parties agree to use the premises responsibly and to cooperate in maintaining a professional office environment.

### 7. Entire Agreement

This Agreement represents the entire understanding between the parties regarding the shared use of the premises and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

---

Joe Chernouskas  
Pittston Redevelopment Authority

---

Charles Dominick  
Pittston Housing Authority

**SERVICE ORDER #1**

<b>Engineer's Legal Name (Entity doing the Work):</b> Reilly Associates		<b>Effective Date of this Service Order:</b> 12/20/24
<b>Engineer's Address:</b> 49 S. Main St. Suite 200 Pittston, PA 18640		<b>Business Phone Number:</b> 570-654-2473
<b>Service Order Number:</b> 1	<b>Owner's Project Name:</b>	Reilly Associates/Window & Partial Sidewalk Replacement
	<b>MSA Effective Date:</b>	12/20/2024

1. **PARTIES.** This Service Order is entered into between Redevelopment Authority of the City of Pittston ("Authority") and Reilly Associates ("Engineer") pursuant to Master Services Agreement dated 12/20/2024 for Pittston CDBG / Home FY 2025-2027 and is subject to the terms and conditions of such Master Service Agreement including all defined terms.

2. **SCOPE OF WORK.** Engineer shall perform the following Work:

Survey, investigation, design, bid documents and bidding and construction phase services for replacement of windows and partial replacement of sidewalks at Lincoln Height Senior Living Building.

Work will be performed by subconsultant, Quad3 Group, Inc.

3. **SERVICE ORDER PRICE.** The compensation Engineer shall accept and receive for the work shall be:

**Total Amount:**

Lump Sum:	<u>\$65,340.00</u>
Schematic Design:	\$14,080.00
Construction Documents:	\$38,720.00
Bidding & Negotiation Phase:	\$ 3,520.00
Additional Services:	\$ 9,020.00

**No payments will be made for any invoiced amounts in excess of the amount of this Service Order without an Approved Change Order which has been executed by all parties to this contract.**

4. **COMMENCEMENT AND COMPLETION OF WORK.** Engineer shall commence performance of the work on 12/20/24 and complete the work by ( 24) months after start date.

5. **PAYMENT, INVOICING AND NOTICES.** Notwithstanding the provisions of the Master Service Agreement, the following shall prevail for the Service Order: Engineer shall invoice Authority in Monthly Periods.

If Hourly Rates Plus Reimbursables or Lump Sum - Per the conditions set forth in Section 7.01 A of the Master



# AIA Document G702™ - 1992

## Application and Certificate for Payment

**TO OWNER:** REDEVELOPMENT AUTHORITY OF PITTSBURGH CITY  
35 BROAD ST.  
PITTSBURGH, PA 15201

**PROJECT:** JOB #2025-023  
INT RENOVATIONS  
OPEN SPACE BLDG  
VIA ARCHITECT:  
QUAD THREE GROUP, INC  
37 NORTH WASHINGTON STREET  
WILKES-BARRE, PA 18701

**FROM CONTRACTOR:** CHAMPION BUILDERS, INC.  
239 PRINGLE STREET  
KINGSTON, PA 18704-2717

**APPLICATION NO.:** AIA #9  
**PERIOD TO:** 12/31/2025

**CONTRACT FOR:** GENERAL CONSTRUCTION

**CONTRACT DATE:** 04/10/2025

**PROJECT NOS.:** /

**PAYMENT TERMS:** See Below

**Distribution to:** OWNER  ARCHITECT  CONTRACTOR  FIELD  OTHER

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM .....	\$ 202,800.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 61,742.50
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$ 264,542.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 228,980.50
5. RETAINAGE:	
a. <u>10</u> % of Completed Work (Columns D + E on G703)	\$ 22,898.05
b. <u>  </u> % of Stored Material (Column F on G703)	\$
6. TOTAL Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 22,898.05
7. TOTAL EARNED LESS RETAINAGE .....	\$ 206,082.45
(Line 4 minus Line 5 Total)	
8. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 201,132.45
(Line 6 from prior Certificate)	
9. CURRENT PAYMENT DUE .....	\$ 4,950.00
10. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$ 58,460.05
(Line 3 minus Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$ 61,742.50

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** CHAMPION BUILDERS, INC.  
By: *[Signature]*  
State of: *[Signature]*  
County of: *[Signature]*  
Subscribed and sworn to before me this 18<sup>th</sup> day of December 2025

Notary Public: *[Signature]* Kathleen A. Wasikiewicz  
My commission expires: March 19, 2028  
Commonwealth of Pennsylvania - Notary Seal  
KATHLEEN A WASIKIEWICZ - Notary Public  
Luzerne County  
My Commission Expires March 19, 2029  
Commission Number 1243637

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ..... \$ 4,950.00  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)  
ARCHITECT: *[Signature]*  
By: *[Signature]*  
Date: 1/8/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# AIA Document G703™ - 1992

## Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.

In tabulations below, amounts are in US dollars.

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

APPLICATION NO:

AIA #9

APPLICATION DATE: 12/31/2025

PERIOD TO: 12/31/2025

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D+E)						
100	PERMITS/BONDS	7,000.00	7,000.00		0.00	0.00	7,000.00	0.00	700.00
200	GENERAL CONDITIONS	10,000.00	10,000.00		0.00	0.00	10,000.00	0.00	1,000.00
300	GENERAL CARPENTRY	1,800.00	1,800.00		0.00	0.00	1,800.00	0.00	180.00
400	WOOD STUD/FRAMING	22,000.00	22,000.00		0.00	0.00	22,000.00	0.00	2,200.00
500	DRYWALL	162,000.00	161,500.00	500.00	0.00	0.00	162,000.00	0.00	16,200.00
600	CHANGE ORDER #1	-3,567.50	-3,567.50		0.00	0.00	-3,567.50	0.00	-356.75
700	CHANGE ORDER #2	7,939.00	7,939.00		0.00	0.00	7,939.00	0.00	793.90
800	CHANGE ORDER #3	6,227.00	6,227.00		0.00	0.00	6,227.00	0.00	622.70
810	CHANGE ORDER #4	6,582.00	6,582.00		0.00	0.00	6,582.00	0.00	658.20
820	CHANGE ORDER #5	44,562.00	4,000.00	5,000.00	0.00	0.00	9,000.00	35,562.00	900.00
830	CHANGE ORDER #6	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Final Grand Total</b>	264,542.50	223,480.50	5,500.00	0.00	0.00	228,980.50	35,562.00	22,898.05

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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## Application and Certificate for Payment

**TO OWNER:** REDEVELOPMENT AUTHORITY OF PITTSBURGH CITY  
 35 BROAD ST  
 PITTSBURGH PA 15201  
**FROM CONTRACTOR:** CHAMPION BUILDERS, INC.  
 239 PRINGLE STREET  
 KINGSTON PA 18704-2717

**PROJECT:** JOB #2025-023  
 INT RENOVATIONS  
 OPEN SPACE BLDG  
**VIA ARCHITECT:** QUAD THREE GROUP, INC  
 37 NORTH WASHINGTON STREET  
 WILKES-BARRE, PA 18701

**APPLICATION NO:** AIA #10  
**PERIOD TO:** 01/31/2026  
**CONTRACT FOR:** GENERAL CONSTRUCTION  
**CONTRACT DATE:** 04/10/2025  
**PROJECT NOS:** /  
**PAYMENT TERMS:** See Below

**Distribution to:**  
 OWNER  ARCHITECT   
 CONTRACTOR  FIELD   
 OTHER

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1. ORIGINAL CONTRACT SUM .....	\$ 202,800.00
2. NET CHANGE BY CHANGE ORDERS .....	\$ 61,742.50
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$ 264,542.50
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) .....	\$ 263,542.50
5. RETAINAGE:	
a. <u>10</u> % of Completed Work (Columns D + E on G703)	\$ 26,354.25
b. _____ % of Stored Material (Column F on G703)	\$ _____
Total Retainage (Lines 5a + 5b, or Total in Column I of G703) .....	\$ 26,354.25
6. TOTAL EARNED LESS RETAINAGE .....	\$ 237,188.25 (Line 4 minus Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$ 206,082.45 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE .....	\$ 31,105.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 27,354.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
<b>TOTAL</b>	\$	\$
<b>NET CHANGES by Change Order</b>	\$	61,742.50

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document G702™ - 1992. Copyright © 1993, 1963, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org). **PAYMENT TERMS: After 30 days from invoice date, interest will be calculated at 1.5% per month, 18% per annum.**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

**CONTRACTOR:** CHAMPION BUILDERS, INC.

By: [Signature]  
 State of PA  
 County of Luzerne

Date: 1/20/26

Subscribed and sworn to before me this

20 day of January  
 2025  
 Notary Public: [Signature]  
 My commission expires: 11/25/2029  
 Member, Pennsylvania Association of Notaries  
 Commonwealth of Pennsylvania - Notary Seal  
 Donald Granger, Notary Public  
 Luzerne County  
 My commission expires November 29, 2029  
 Commission number 1220283

### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED** ..... \$ 31,105.80  
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** [Signature]  
 By: [Signature] Date: 1/30/26

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Invoice**

**APPLICATION AND CERTIFICATE FOR PAYMENT**

AIA DOCUMENT G792

PROJECT:

Open Space 2nd Floor

APPLICATION NO:

Distribution to:

TO CONTRACTOR:  
Re-Development Authority of the City of Pittston  
35 Broad Street  
Pittston, PA 18640

PERIOD TO:

OWNER

VIA ARCHITECT:

PROJECT #:  
CONTRACT #:

ARCHITECT

Quad 3 Group, Inc  
37 North Washington Street  
Wilkes-Barre, PA 18701

CONTRACTOR

CONTRACT FOR:

CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for Payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G792, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

- 1. ORIGINAL CONTRACT SUM..... \$ 89,000.00
- 2. Net change by Change Orders..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 89,000.00
- 4. TOTAL COMPLETED & STORED TO DATE..... \$ 87,000.00  
(COLUMN G ON G792)

- 5. RETAINAGE..... \$ 8,800.00
  - a. 10% of Completed Work \$ 8,800.00
  - b. 0% of Stored Materials \$ 0.00
- Total Retainage (Line 5a + 5b of Total in Column 1 of G792)..... \$ 8,800.00

6. TOTAL EARNED LESS RETAINAGE..... \$ 78,200.00  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 78,000.00  
(Line 6 from prior Certificates)

8. CURRENT PAYMENT DUE..... \$ 10,000.00

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 1,000.00  
(Line 8 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>
<b>NET CHANGES by Change Order</b>		<b>0.00</b>

AIA DOCUMENT G792-APPLICATION AND CERTIFICATE FOR PAYMENT-1992 EDITION-AIA-1962-THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006-3422

CONTRACTOR: *[Signature]*  
BY: *[Signature]* DATE: 9/18/25

State of: PA  
County of: Luzerne  
Subscribed and sworn to before me this 18 day of Sept., 2025  
Notary Public: *[Signature]*  
My Commission Expires: *[Signature]*  
My Commission number 1025159

Commonwealth of Pennsylvania - Notary Seal  
Ann Marie Ceppa, Notary Public  
Luzerne County  
My commission expires August 7, 2028  
Commission number 1025159  
Member, Pennsylvania Association of Notaries

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

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

AMOUNT CERTIFIED..... \$ 10,000.00  
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: *[Signature]*

By: *[Signature]* DATE: 9/26/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable on to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ALL DOCUMENTS, APPLICATION AND CERTIFICATE FOR PAYMENT  
Schedule of Values

Application No. 4  
Application Date: 9/13/2025  
Period To: 9/13/2025  
Project No. Contract #3 - Electrical

ITEM NO	DESCRIPTION	C		D		E		F	G	H	I
		SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS (D-E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D.C.R.E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/G)				
1	Installation of Service and Gear	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	100%	0.00	1,500.00	
2	Installation of Lighting Rough In and Fixtures	30,000.00	29,000.00	0.00	0.00	0.00	29,000.00	97%	1,000.00	2,500.00	
3	Installation of Power Rough In and Devices	34,000.00	33,000.00	1,000.00	0.00	0.00	34,000.00	100%	0.00	3,400.00	
4	Data Rough in / Wiring	10,000.00	1,000.00	9,000.00	0.00	0.00	10,000.00	100%	0.00	1,000.00	
TOTAL PAGE 1		89,000.00	78,000.00	10,000.00	0.00	0.00	88,000.00	99%	1,000.00	\$6,800.00	



Date: *February 26, 2026*

The Redevelopment Authority of the City of Pittston  
Attn: Joseph Chernouskas, Chairman  
35 Broad St, Suite 202  
Pittston, PA 18640-1825

Dear Mr. Chernouskas,

Enclosed you will find the Pennsylvania Department of Transportation's Offer to Purchase and Summary of Just Compensation.

Once you have the opportunity to review the information provided, please contact me at (814) 800-2905.

Best Regards,

*Jessica Areford*

Jessica Areford  
Right-of-Way Agent

CC: File

Enclosed:  
RW-356WV  
Plot Sheet

RW-356WV (02/25)



ROW OFFICE PROJ. NO.	040766
COUNTY	Luzerne
S.R. - SECTION	0011 - 350
MUNICIPALITY	City of Pittston
PARCEL NO.	28
CLAIM NO.	4001150000
CLAIMANT	The Redevelopment Authority of the City of Pittston

**OFFER TO PURCHASE  
AND SUMMARY  
OF JUST COMPENSATION**

Date: *February 26, 2026*

The Redevelopment Authority of the City of Pittston  
Attn: Joseph Chernouskas, Chairman  
35 Broad St, Suite 202  
Pittstown, PA 18640-1825

Dear Mr. Chernouskas:

We are pleased to offer you the sum of \$12,400.00 for the right-of-way required from your property for the transportation improvement and for the effects on your remaining property, if any. This offer is intended to provide just compensation for all interests in your property, including tenants, if any.

The areas required are as follows:

- 2,704 Square Feet of Required Right of Way for County
- 13,515 Square Feet of Temporary Construction Easement

The amount offered is summarized as follows:

1. Direct Damages	<u>\$2,400.00</u>
2. Temporary Easement	<u>\$5,900.00</u>
3. Cost of Adjustment	<u>\$4,100.00</u>
<b>TOTAL DAMAGES OFFERED</b> (items 1, 2 and 3 above)	<b><u>\$12,400.00</u></b>

Just compensation for this offer was determined by a waiver valuation which PennDOT may use as referenced in Publication 83 previously provided.

We hope that you will indicate your acceptance of our offer to the Right-of-Way Representative who delivers this letter so that we can process your payment as soon as possible. If you are undecided about accepting the offer, the Right-of-Way Representative will be glad to visit you again for further discussion of your claim.

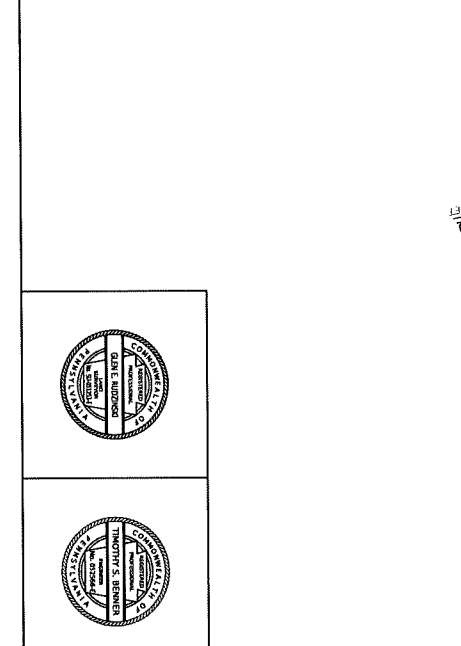
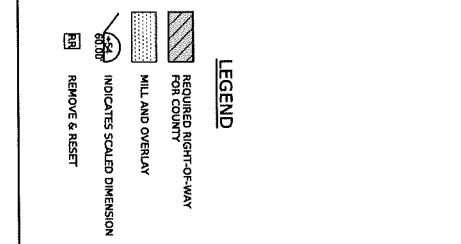
Sincerely,  
*Ralph Del Rosso*  
Ralph Del Rosso  
District Right-of-Way Administrator  
Engineering District 4-0

Attachment: Plan of Property to be Acquired

Your Right-of-Way Representative is: Jessica Areford of ARROW Land Solutions, LLC  
Telephone Number: 866-944-8006 (Toll Free)

Section 7, Item G.

1. PRIVATE PROPERTY LINES ARE PLOTTED FROM THE DEED OF RECORD FOR THE PROPERTY. THE DEEDS FOR THE PROPERTY LOTS WERE SURVEYED BY THE PROFESSIONAL LAND SURVEYOR RESPONSIBLE FOR THE PROJECT.
2. THIS PROPERTY LOT PLAN IS NOT TO BE SUBSTITUTED FOR A BOUNDARY SURVEY.
3. TEMPORARY CONSTRUCTION EASEMENT, AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS TO BE REMOVED AND THE LAND RESTORED TO THE ORIGINAL CONDITION UNLESS OTHERWISE INDICATED IN WRITING BY THE DEPARTMENT.
4. SLOPE EASEMENT, AN EASEMENT FOR THE SUPPORT AND PROTECTION OF THE HIGHWAY, INCLUDING THE RIGHT TO CONSTRUCT, INSPECT, MAINTAIN, REPAIR, RECONSTRUCT AND ERECT EASEMENT SHALL NOT BE AFFECTED BY THE PROPERTY OWNERS FROM MAKING ANY LEGAL USE OF THE AREA WHICH IS NOT DETERMINED TO BE NECESSARY SUPPORT AND PROTECTIVE MAINTENANCE OF THE HIGHWAY AND THE SAFETY OF THE HIGHWAY PUBLIC.
5. BUILDINGS AND STRUCTURES MARKED HAVE BEEN ON THE PROPERTY FOR A PERIOD OF YEARS AND ARE NOT TO BE REMOVED UNLESS RESPONSIBLE FOR THE PAYMENT OF PROPERTY DAMAGES.
6. REQUIRED RIGHT-OF-WAY FOR LOCAL ROADS OR STREETS IS ACQUIRED FOR THE BENEFIT OF THE PUBLIC AND NOT FOR THE PRIVATE USE OF ANY INDIVIDUAL. THE RIGHT-OF-WAY FOR LOCAL ROADS OR STREETS IS ACQUIRED FOR STATE HIGHWAY PURPOSES, ALONG WITH A TEMPORARY CONSTRUCTION EASEMENT, AN EASEMENT TO USE THE LAND AS NECESSARY DURING CONSTRUCTION OF THE PROJECT. THE EASEMENT IS TO BE REMOVED AND THE LAND RESTORED TO THE ORIGINAL CONDITION UNLESS OTHERWISE INDICATED IN WRITING BY THE DEPARTMENT.



**RIGHT-OF-WAY CLAIM INFORMATION**

COMMUNWEALTH OF PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

STATE RTE. 0011 SEC. NO. 350 RW. CITY OF PITTSBURGH

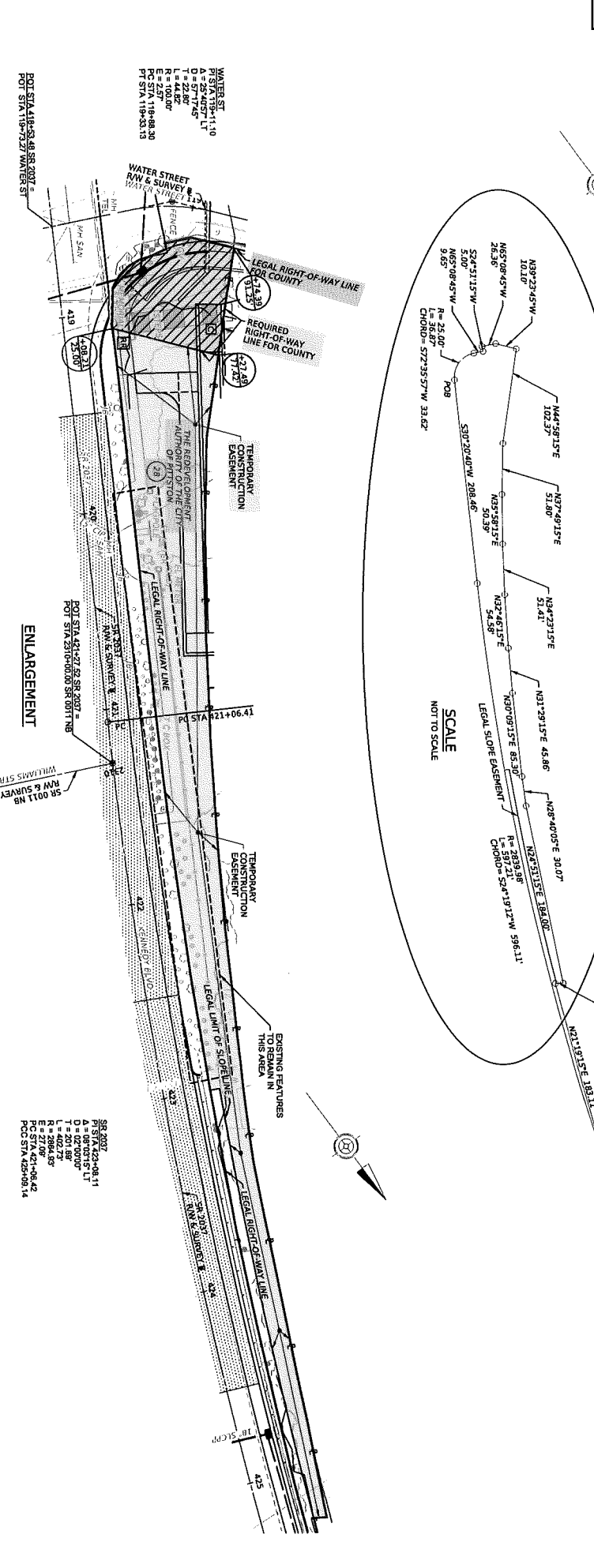
ROUTE 0011 350 RW CITY OF PITTSBURGH

PROPERTY OWNER(S) THE REDEVELOPMENT AUTHORITY OF THE CITY OF PITTSBURGH

GRANTOR(S) THE REDEVELOPMENT AUTHORITY OF THE CITY OF PITTSBURGH

DEED BOOK	DEED	AREAS	REQUIRE AREA FOR COUNTY
182012	11885	11.885	2.704
06112012	11885	11.885	2.704
06112013	11885	11.885	2.704
06242025	11885	11.885	2.704
TOTAL RESIDUE		35.355	7.816
TOTAL RESIDUE		35.355	7.816
TOTAL RESIDUE		35.355	7.816
TOTAL RESIDUE		35.355	7.816
TOTAL RESIDUE		35.355	7.816

SCALE 0 25 50 FEET



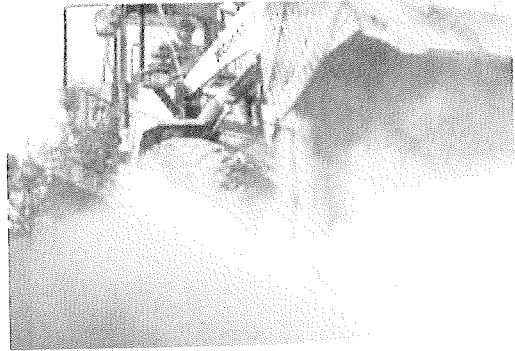
DISTRICT	COUNTY	ROUTE	SECTION	SHEET
4.0	LUBERNE	0011	350 RW	59 OF 63
NO	CITY OF PITTSBURGH	REVISIONS	DATE	BY



PO BOX 354 Lehighton PA 18235  
Contact: Dave King at 484-515-6095

**Bid For:**  
City of Pittston  
Pumptrack  
---  
Pittston, PA  
March 31, 2026

# ds DIRTSCULPT



Dear City of Pittson,

Thank you for the opportunity to bid on your pumptrack project. I am more than ever proud of the services we offer in providing everyone with outdoor places that can be enjoyed while staying healthy and safe.

After providing years of unincorporated build services across the nation, I formally established DirtSculpt in 2009. DirtSculpt provides a one stop shop, from design conception to build completion and continual maintenance. In order to provide the most fulfilling rider experience, we conduct geographical mapping and on-site inventory of usable terrain features to ensure each build maximizes the allotted space available and accentuates the special qualities of each location.



DirtSculpt can deliver the full gamut of build construction specialties. To date, we have built:

- **22 Pump Tracks (dirt & paved)**
- **10 Bike Parks (including Trail construction)**
- **19 International Competition Courses**

These builds have brought together neighbors during backyard pumptrack sessions, entire city communities at recreational jump and trail parks, and tens of thousands of worldwide spectators at events like the XGames and Redbull competitions.

Team DirtSculpt is comprised of world class riders and builders that cross multiple cycling genres. With a lifetime of dedication behind our team, our ultimate goal is to cultivate a common space for cyclists of all skill sets to participate, ultimately strengthening the community.

Sincerely, Dave King

## **Cost Estimate for Services**

### **A. Construction Services for construction of the proposed Bicycle PumpTrack \$149,500.00**

**\$4,000.00- 3d model design**

**\$14,000-Engineering and permits**

**\$1,000.00- Install silt fence**

**\$10,000.00- Excavate and load in fill dirt**

**\$4,500.00- Install drainage**

**\$5,000.00- Layout Pumptrack in dirt**

**\$5,000.00- Coat with stone and compact**

**\$50,000.00- Pave pumptrack**

**\$2,000.00- Hay and seed with contractors mix**

**(Top soil and high-end grass seed will change price)**

**\$41,000.00-labor**

**\$10,000-Heavy Equipment**

**\$3000-Fuel**

### Relevant Project Experience

**Project Name:** Hanover Township Pumptrack

**Project Location:** Bethlehem, PA

**Dates Worked:** August 2025

**Services Rendered:** Dirtsculpt was hired to design and build a kid’s strider pumptrack and a large multi rider pumptrack and jumpline. Dirtsculpt paved both, installed drainage per city’s requirements, and graded for hydro seeding.

**Size of pumptrack Constructed:** combined size 200 ft x 125 ft

**Project Reference:** Martin Limpar

**Address:** Hanover Township

3630 Jacksonville Road

Bethlehem, PA 18017

**Phone Number:** 610-866-1140 ex 227

**Email:** [mlimpar@hanovertwp-nc.org](mailto:mlimpar@hanovertwp-nc.org)



**Project Name:** Penn Forest Pumptrack

**Project Location:** Penn Forest Township, PA

**Dates Worked:** June 2024

**Services Rendered:** Dirtsculpt design and built a dirt pumptrack incorporating existing trees into the design.

**Size of pumptrack Constructed:** estimated 150 ft x 80 ft

**Project Reference:** Roger Meckes

**Address:** 2010 state rt 903

Jim Thorpe pa 18229

**Phone Number:** 570-325-2768

**Email:** roger.meckes@pennforesttownship.org



**Project Name:** Port Jervis Pumptrack

**Project Location:** Port Jervis, NY

**Dates Worked:** May-June 2019

**Services Rendered:** Dirtsculpt was hired to design and build a kid's strider pumptrack and a large multi rider pumptrack. Dirtsculpt paved both and graded for hydro seeding.

**Size of pumptrack Constructed:** combined size 300 ft x 165 ft

**Project Reference:** Mike Ward

**Address:** Port Jervis CC

Port Jervis, NY 12771

**Phone Number:** (845)-772-0820

**Email:** [mjward@ocopi.org](mailto:mjward@ocopi.org)



**Project Name:** Powder Ridge

**Project Location:** Middlefield, CT

**Dates Worked:** May 2021-July 2021, May 1, 2018-July 4, 2018, September 10, 2018-  
November 1, 2018

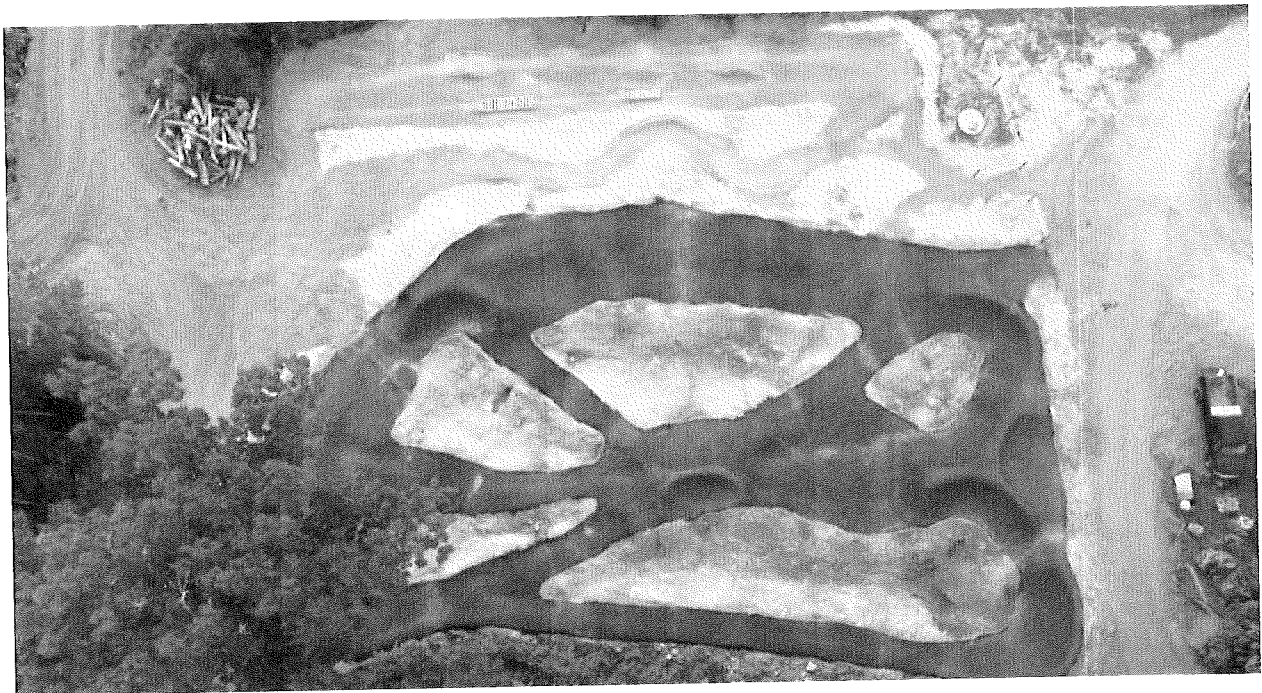
**Services Rendered:** Dirtsculpt designed and built multiple downhill trails constructed with specific skill levels in mind. These trails included green (beginner), blue(intermediate), and Black(expert) lines. Dirtsculpt was also contracted to design and build a pumptrack to accommodate a variety of skill levels.

**Project Reference:** Sean Hayes, owner

**Address:** 99 Powder Hill Rd.  
Middlefield, CT 06450

**Phone Number:** (860)-918-3092

**Email:** [shayes@brownstonepark.com](mailto:shayes@brownstonepark.com)



**Project Name:** Camp Olympic Pumptrack

**Project Location:** Lower Macungie Township, PA

**Dates Worked:** October 2019

**Services Rendered:** Dirtsculpt designed and built the pumptrack out of dirt in 2015. In 2019 we came back and paved the pumptrack ensuring less maintenance and improving rideable time.

**Size of pumptrack Constructed:** 160 ft x 80 ft

**Project Reference:** Stanley Cupp

**Address:** 3120 S Cedar Crest Blvd.  
Emmaus, PA 18049

**Phone Number:** (484)-239-4868

**Email:** scupp@lowermac.com



**Project Name:** Slabtown Pumptrack

**Project Location:** Philipsburg, PA

**Dates Worked:** Dirt construction 2015, Paved June 2019

**Services Rendered:** Dirtsculpt design and built a dirt pumptrack in 2015. In 2019 came back to refresh and pave existing track.

**Size of pumptrack Constructed:** estimated 150 ft x 60 ft

**Project Reference:** Tracy Potter

**Address:** 200 N 13<sup>th</sup> St.

Philipsburg, PA 16866

**Phone Number:** (814)-762-3308

**Email:** pottermotorsports@gmail.com



## Construction Timeline

### Permitting and rezoning-2026 Spring /Summer

#### **On site work beginning September 2026**

Week 1- install erosion sediment control, strip top soil, install drainage

Week 2- start building track with fill material (stone/road millings)

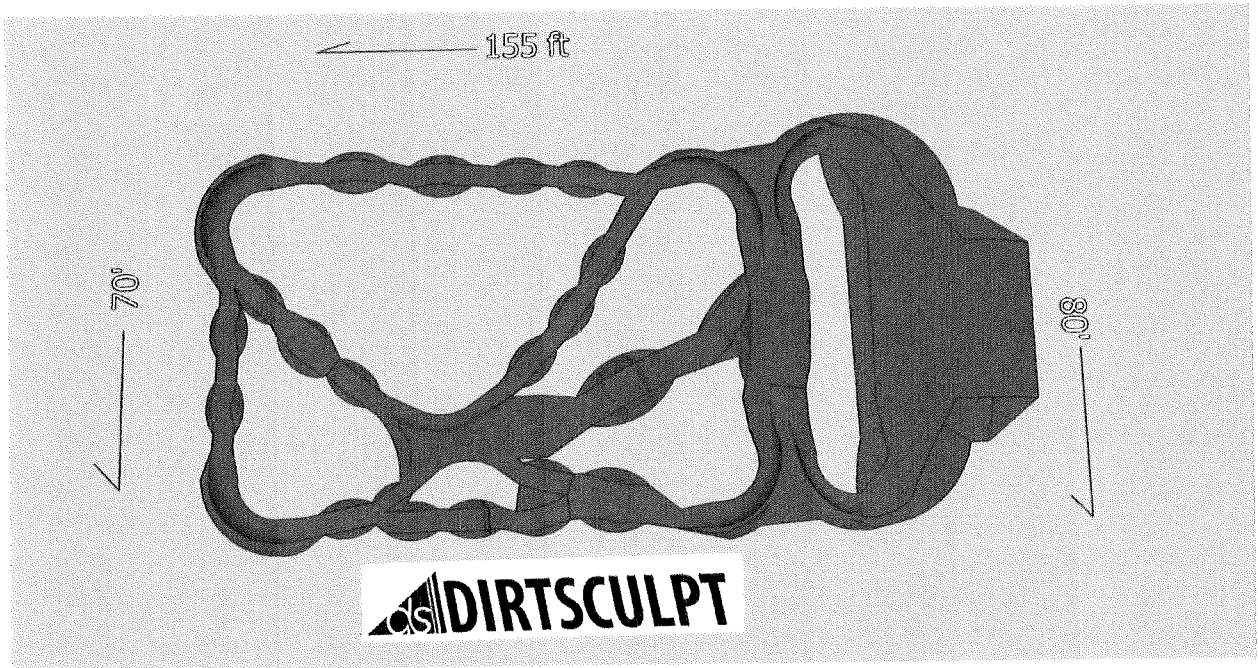
Week 3- shape and compact track, prep for paving

Week 4- pave track

Week 5- landscape all disturbed areas outside and inside track footprint

Week 6- complete walk through, address any needed finishing

## Design Concept



As a rider owned company, we strive to build our tracks to encourage rider progression. The concept design we have provided is a track we have built with similar dimensions. We take input from the community riders into the final design of each of our tracks. This helps make each of our tracks special. We do not build duplicate tracks each are one of a kind based on community needs. As you can see from the provided design we build the track to have multiple ways a rider can chose to ride. A rider can ride the outside line the first time around the track and then choose to turn and ride the inner track that connects to the outside the following time around. We design our tracks this way to ensure the rider doesn't get bored quickly encouraging the rider to come back again and again.

**BID BOND**  
(Percentage)

Bond No. 67830913

KNOW ALL PERSONS BY THESE PRESENTS, That we Dirtsculpt LLC  
of 983 Twin Crest Drive, Lehighton, PA 18235

\_\_\_\_\_, hereinafter referred to as the Principal, and  
WESTERN SURETY COMPANY

as Surety, are held and firmly bound unto City of Pittston

~~of~~ \_\_\_\_\_, hereinafter referred to as the Obligee, in the amount of  
Ten Percent of the Amount Bid

( 10% ), for the payment of which we bind ourselves, our legal representatives,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for \_\_\_\_\_  
City of Pittston

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be  
specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or  
contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the  
damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this  
obligation shall be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 31st day of March, 2026.

Principal

Dirtsculpt LLC

BY: [Signature]

Surety

WESTERN SURETY COMPANY

BY: [Signature]  
Rance Block, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 67830913

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Rance Block

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Dirtsculpt LLC

Obligee: City of Pittston

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 67830913 is not issued on or before midnight of June 29th, 2026, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 31st day of March, 2026.

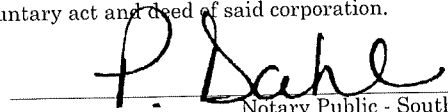
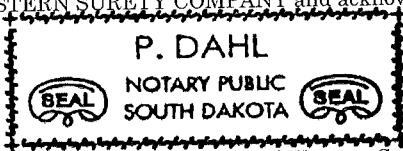
WESTERN SURETY COMPANY



Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }  
COUNTY OF MINNEHAHA } ss

On this 31st day of March, in the year 2026, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 18, 2031

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 31st day of March, 2026.

WESTERN SURETY COMPANY



Larry Kasten, Vice President

To validate bond authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.



# CERTIFICATE OF LIABILITY INSURANCE

Section 7, Item H.

DATE (MM/DD/YYYY)  
03/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> Arbor Insurance Group Inc. 3435 Winchester Rd Suite 305 Allentown PA 18104	<b>CONTACT NAME:</b> Janna M Lichman <b>PHONE (A/C, No, Ext):</b> (610) 437-3340 <b>E-MAIL ADDRESS:</b> jlichman@ArborIG.com	<b>FAX (A/C, No):</b> (610) 770-9318
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> DirtSculpt LLC 983 Twin Crest Drive Lehighton PA 18235	<b>INSURER A:</b> Kinsale Insurance Co	<b>NAIC #</b> 38920
	<b>INSURER B:</b> United Financial Casualty Co	11770
	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER D:</b> Weste Chester Surplus Lines	10172
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2025.2026 COI      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	01001556104	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			02515535	08/21/2025	08/21/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			01001557164	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB6S038761	07/22/2025	07/22/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			G48794531001	08/12/2025	08/12/2026	Contractors Polution Liab 1,000,000 Aggregate Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Pittston, City of Pittston Redevelopment Authority and Commonwealth Financing Authority are included as additional insureds with regard to general liability when required by a written contract.

<b>CERTIFICATE HOLDER</b>  City of Pittston 35 Broad St  Pittston PA 18640	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit





The undersigned hereby guarantees all of the work required and performed by the contract will comply with all local, state, and federal laws related to construction, permits, and environmental regulations.

A handwritten signature in black ink, appearing to read 'Dave King', is written over a solid horizontal line.

**DIRTSCULPT LLC Dave King, owner**