

# FINANCIAL EXHIBITS

TUESDAY, NOVEMBER 1, 2022

**FUND ACCOUNTING PAYMENT SUMMARY**

Bank Account: GF - PNC BANK GENERAL FD Payment Dates: 10/01/2022 - 10/26/2022

Payment Categories: Regular Checks, Non-negotiable Disbursements, Direct Deposits, Manual Checks, Procurement Cards, Credit Cards  
Sort: Payment Number

Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000025806	10/06/2022	ARTHUR L BOBBOUINE	CONSTABLE (Security Officer for Special Occasions)		112.50
0000025807	10/06/2022	FRANCIS THOMAS COLLIS	Hours Worked (09/12 to 09/23)		360.00
0000025808	10/06/2022	MARGARET DURKIN	Consultant (Aug & Sept 22)		1,404.00
0000025809	10/06/2022	KENNETH D EDWARDS	Hours Worked (09/12 to 09/23)		3,045.00
0000025810	10/06/2022	MICHAEL J FIGMIC III	Hours Worked (09/12 to 09/23)		2,852.50
0000025811	10/06/2022	JAMES HOFFMAN	CONSTABLE (Security Officer for Special Occasions)		75.00
0000025812	10/06/2022	DAWN MARTINEZ	Occupational Therapy (09/12 to 09/23)		591.25
0000025813	10/06/2022	DAUNE A MARBAKER JR	Hours Worked (09/12 to 09/23)		112.50
0000025814	10/06/2022	STEPHEN L MOORE	Hours Worked (09/12 to 09/23)		367.50
0000025815	10/06/2022	HAB-DLT (ER)	Wage Attach-21 Nanticoke City Residence Tax, Per Capita & SD Per Capita Tax		45.00
0000025816	10/06/2022	Corner Post	DED: CRE1 - Full Payroll Pay Date: 10/7/2022		5,711.00
0000025817	10/06/2022	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 10/7/2022	DED: DEPC - Full Payroll Pay Date: 10/7/2022	2,074.00
0000025818	10/06/2022	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 10/7/2022	DED: MET1 - Full Payroll Pay Date: 10/7/2022	7,770.26
0000025819	10/06/2022	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 10/7/2022		200.00
0000025820	10/06/2022	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 10/7/2022		194.59
0000025821	10/06/2022	NEW YORK LIFE	October 2022 Premium		3,024.47
0000025822	10/06/2022	Hanover Area Educational	DED: ESPA - Full Payroll Pay Date: 10/7/2022		680.57
0000025823	10/06/2022	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 10/7/2022		4,797.31

\* - Non-Negotiable Disbursement + - Procurement Card Non-Negotiable # - Payable within Payment P - Prenote D - Direct Deposit C - Credit Card



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0000025846	10/19/2022	Pennsylvania-American	Billing Period 9/10/22 to 10/12/22		4,939.23
0000025847	10/19/2022	Robert M. Sides	Music 2022-2023		1,500.00
0000025848	10/19/2022	UGI Utilities Inc.	Billing Period 9/15/22 to 10/13/22		3,932.82
0000025849	10/19/2022	UGI Energy Services Inc.	HASD104 ST MARY'S ROAD - SEPT 2022		1,709.35
0000025850	10/19/2022	United Parcel Service	Weekly Service Charge - 10/8	Weekly Service Charge - 10/1	74.15
0000025851	10/19/2022	WVSA	1600 Sans Souci PKWY	128 MAIN ROAD	2,572.00
0000025852	10/20/2022	Corner Post	DED: CRE1 - Full Payroll Pay Date: 10/21/2022		5,711.00
0000025853	10/20/2022	DEHEY MCANDREW LLC	DED: MFSA - Full Payroll Pay Date: 10/21/2022	DED: DEPC - Full Payroll Pay Date: 10/21/2022	2,024.00
0000025854	10/20/2022	DeHey McAndrew LLC	DED: KADS - Full Payroll Pay Date: 10/21/2022	DED: MET1 - Full Payroll Pay Date: 10/21/2022	7,816.42
0000025855	10/20/2022	PA College Savings Program 529	DED: 529A - Full Payroll Pay Date: 10/21/2022		200.00
0000025856	10/20/2022	Hanover Area Faculty	DED: SCHL - Full Payroll Pay Date: 10/21/2022		194.59
0000025857	10/20/2022	Hanover Area Educational	DED: ESPA - Full Payroll Pay Date: 10/21/2022		680.57
0000025858	10/20/2022	Hanover Area Ed Association	DED: PSEA - Full Payroll Pay Date: 10/21/2022		4,797.31
0000025859	10/20/2022	United Way of Wyoming Valley	DED: UWAY - Full Payroll Pay Date: 10/21/2022		47.00
0000025860	10/20/2022	KEVIN R BADMAN	Hours Worked (09/26 to 10/07)		225.00
0000025861	10/20/2022	ARTHUR L BOBBOUINE	Hours Worked (09/26 to 10/07)		292.50
0000025862	10/20/2022	FRANCIS THOMAS COLLIS	Hours Worked (09/26 to 10/07)		510.00
0000025863	10/20/2022	KENNETH D EDWARDS	Hours Worked (09/26 to 10/07)		2,362.50
0000025864	10/20/2022	MICHAEL J FIGMIC III	Hours Worked (09/26 to 10/07)		2,625.00
0000025865	10/20/2022	JAMES HOFFMAN	Hours Worked (09/26 to 10/07)		442.50

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0000025866	10/20/2022	CHRISTOPHER JONES	Hours Worked (09/26 to 10/07)		292.50
0000025867	10/20/2022	JENNA M KELLY	Reevaluation(08/26, 08/30, 09/28 &10/06)		3,800.00
0000025868	10/20/2022	DAWN MARTINEZ	Occupational Therapy (09/30 to 10/06)		605.00
0000025869	10/20/2022	DAUNE A MARBAKER JR	Hours Worked (09/26 to 10/07)		150.00
0000025870	10/20/2022	STEPHEN L MOORE	Hours Worked (09/26 to 10/07)		697.50
0000025871	10/20/2022	HAB-DLT (ER)	Wage Attach-21 Nanticoke City Residence Tax, Per Capita & SD Per Capita Tax		39.50
0000025872	10/20/2022	CM Regent LLC	Nov 22 Premium	Nov 22 (LTD) Premium	1,756.40
0000025873	10/20/2022	STEVEN DAVID REDDING	Hours Worked (09/26 to 10/07)		292.50
0000025874	10/20/2022	ROBERT E RYZNER SR	Hours Worked (09/26 to 10/07)		352.50
0000025875	10/20/2022	WILLIAM N SPAGNOLA	Hours Worked (09/26 to 10/07)		2,695.00
0000025876	10/20/2022	STEPHEN J TURINSKI	Hours Worked (09/26 to 10/07)		1,295.00
0000025877	10/26/2022	NASCO	Supplies	FELT	632.36
0000025878	10/26/2022	NAVIGATE360 LLC	PO 2220221152	PO 2220221153	3,264.30



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Payment #	Paymnt Dt	Vendor Name	Description Of Purchase	Description Of Purchase	Amount
0000025880	10/31/2022	Joseph Alberola	Fingerprinting		25.25
0000025881	10/31/2022	AMAZON CAPITAL SERVICES INC	Servers for Technology Dept. (ESSER3)	Language Builder for Autistic class	6,849.42
0000025882	10/31/2022	APPLE COMPUTER INC	IPads	MacBook Air Screen Repair - PAC	3,387.95
0000025883	10/31/2022	Apple Inc.	MacBook Screen Repair	MacBook Screen Repair - Lussier	895.90
0000025884	10/31/2022	A to Z Coating Inc.	Hanover Green Roof Repair		485.00
0000025885	10/31/2022	Brian Bannon	Reimbursement		30.00
0000025886	10/31/2022	Beach Lake Sprinkler	Lyndwood Supply Line Burst		997.00
0000025887	10/31/2022	BIG TEAMS	Schedule Star, med central and student central		2,450.00
0000025888	10/31/2022	Biros Utilities Inc.	Portable toilet rental - Trunk or Treat	Portable toilet rental - Soccer	660.00
0000025889	10/31/2022	Bloomsburg HS Athletics	Wrestling Tournament		350.00
0000025890	10/31/2022	Bucks County Intermediate Unit #22	Tuition for student attending out of the district		6,889.12
0000025891	10/31/2022	BUTTON OIL COMPANY	Gasoline		22,686.51
0000025892	10/31/2022	Christopher Caines, Mechanic	Gator Carburetor repair		182.00
0000025893	10/31/2022	Chester County Intermediate Unit	Tuition for student attending out of the district		5,706.54
0000025894	10/31/2022	Cengage Learning	PO2220221101		496.65
0000025895	10/31/2022	Children's Service Center	Tuition for students attending out of the district		5,050.50
0000025896	10/31/2022	Cintas Corporation	Mops and carpets for district schools		1,245.70
0000025897	10/31/2022	Citizen's Voice	Legal Notice for School Board Meeting		76.01
0000025898	10/31/2022	CIT	Sharp Copier Lease		2,665.36
0000025899	10/31/2022	C-K Alarm Systems	SERVICE CALL LEE PARK		535.00
0000025900	10/31/2022	Clearly	Dial Tone for School District		734.64

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0000025901	10/31/2022	CM Regent LLC	COBRA/Collection Invoice		200.00
0000025902	10/31/2022	Commonwealth of Pennsylvania	Mine Subsidence Insurance		43.30
0000025903	10/31/2022	Contract Paper Group Inc.	District Copier Paper		9,640.00
0000025904	10/31/2022	COOPER ELECTRIC	Electrical Supplies		132.67
0000025905	10/31/2022	Dailey Resources Ltd.	Oxygen		51.00
0000025906	10/31/2022	CARL T DAUBERT	Mileage Reimbursement		50.00
0000025907	10/31/2022	Digital Assurance Certification LLC	Centralized Document Repository		1,500.00
0000025908	10/31/2022	Enviromental Abatement Assoc.	Environmental Compliance Services		500.00
0000025909	10/31/2022	Ehrlich	Pest Control Maintenance September		342.36
0000025910	10/31/2022	ELITE EDUCATIONAL & THERAPEUTIC SUPPORT SERVICE	Independent Educational Evaluation		3,500.00
0000025911	10/31/2022	EPSCO	Toilet Seats		101.54
0000025912	10/31/2022	ESS NORTHEAST LLC	Substitute Teachers		19,380.00
0000025913	10/31/2022	Kim Franks	Field Trip for Likfe Skills Students		192.00
0000025914	10/31/2022	Frontier	717-196-0508	570-829-4523	842.69
0000025915	10/31/2022	GNE FINANCE	Athletic Training Services - September 2022		4,065.24
0000025916	10/31/2022	Gerritys	Home Economics 2022		48.10
0000025917	10/31/2022	Glen Summit Springs	Elementary Schools Water	Business Office Water	114.30
0000025918	10/31/2022	Hanover Twp.	Police coverage for home games		942.48
0000025919	10/31/2022	H-A TRANSPORTATION LLC	OCTOBER SCHOOL BUS RUNS	PreK Counts Transportation	175,410.00
0000025920	10/31/2022	Hazleton Area School Dist.	Tuition and related services for students attending out of the district		51,733.80
0000025921	10/31/2022	Brittany Driscoll Hernandez	Mileage Reimbursement		3.29

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**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of November 2022 by and between Hanover Area School District (the "School District" or "Owner") and **Reynolds Construction, LLC, d/b/a SitelogIQ Construction Management** ("SitelogIQ").

**WHEREAS**, the Board of School Directors for Hanover Area School District has authorized the engagement of professional services for various projects known as a Long-Term Facilities Maintenance Plan (MySiteIQ), and Construction Administration/Management of future Projects, and such other projects as shall be added by written authorization by the Owner (collectively the "Projects" and individually a "Project"); and

**WHEREAS**, SitelogIQ desires, and is capable, to provide professional services for the Projects, including, without limitation, services required to plan, coordinate, and administer the Projects as set forth herein; and

**WHEREAS**, the School District desires to engage SitelogIQ for the Projects in accordance with the terms set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the School District and SitelogIQ agree as follows:

**ARTICLE I: VARIOUS PROFESSIONAL SERVICES**

**1.1. General Provisions.**

**1.1.1. Applicable Law.** SitelogIQ shall provide representative services for the Projects in accordance with the terms of this Agreement. SitelogIQ shall provide such services in accordance with all applicable state rules and regulations, any applicable federal and local statutes, ordinances, rules, and regulations governing the performance of such services.

**1.1.2. Timeliness; Standard of Care.** SitelogIQ shall perform its services in accordance with professional standards of skill, care and diligence of a firm providing professional construction administration services. Services shall be performed in a timely manner in accordance with the various Project Schedules, with the goal of having each Project be completed as expeditiously and economically as possible within the Construction Budget and in the best interests of the School District. In no event shall SitelogIQ provide professional design services. SitelogIQ shall, however, coordinate the provision of professional design firms and/or individuals directly retained by the School District.

**1.1.3. Personnel.** At all times during the term of this Agreement, SitelogIQ shall employ qualified personnel for the purpose of performing SitelogIQ Services as set forth in this Agreement. SitelogIQ shall provide background checks, including criminal history reports, for all personnel providing services on behalf of SitelogIQ under this Agreement, in accordance with Section 111 of the School Code, 24 P.S. §1-111 and relevant provisions of the Pennsylvania Child Protective Services Law, 23 Pa.C.S. Chapter 63.

**1.1.4. Non-Discrimination.** SitelogIQ shall comply with all applicable equal employment opportunity requirements under state or federal law.

**1.1.5. Limitation of Authority.** SitelogIQ shall not have any authority to bind the School District for the payment of any cost or expenses without the express written approval of the School District as applicable. SitelogIQ shall have authority to act on behalf of the School District only to the extent provided herein. In the event of an emergency affecting the safety of persons, the Project or adjacent property, SitelogIQ, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury, or loss.

**1.1.6. Independent Contractor.** SitelogIQ enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by SitelogIQ, its employees, and subconsultants. Under no circumstances shall SitelogIQ, or any of its employees or subconsultants, look to the School District as his/her employer, or as a partner, agent, or principal. Neither SitelogIQ, nor any of its employees or subconsultants, shall be entitled to any benefits accorded to the School District's employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. SitelogIQ shall be responsible for providing, at SitelogIQ' expense, and in SitelogIQ' name, unemployment, disability, workers' compensation, and other insurance necessary for conducting the Services. The School District agrees not to solicit any employee of SitelogIQ during the Projects or for a period of two years after the completion of the last Project.

## **ARTICLE II: SCOPE OF SITELOGIQ' SERVICES.**

### **2.1. General.**

**2.1.1. Services.** SitelogIQ shall provide Initial Services set forth in Paragraph 2.2. SitelogIQ shall provide Basic Services as set forth in Paragraph 2.3.

### **2.2 Long-Term Facilities Maintenance Plan (MySiteIQ)**

**2.21 FACILITIES CONDITION ASSESSMENT CONTENTS** – Our reporting will contain, by building (or area in the case of sitework/roadways/etc.), Asset Name (system, detail), Asset Condition, Information on Age and Life Expectancy, Prioritization, Project Costs for Remedy by Line Item, and Current and determination of years for which to budget the work will be jointly determined with the District. This information will be reduced to a written report including an electronic copy at finalization.

**2.22 INFORMATION TRANSFERRED TO MYSITEIQ FOR WEB ACCESS** – If desired, the completed report will be posted to our MySiteIQ web-based information system to provide access to the information to persons as selected by the District. This interactive tool shows the information graphically and in a manner that can be sorted for budgets, by building, by system, etc. This tool can be updated by SitelogIQ with input from the District. To preserve the integrity of the data, the tool is not updatable through the web.

**2.23 FACILITIES INCLUDED IN THE REPORT** – The review and reporting will include the Hanover Area Junior/Senior High School, Memorial Elementary School, Lee Park Elementary School, Lyndwood

Elementary School, Hanover Green Elementary School, along with any athletic fields, complexes, and maintenance buildings.

**2.24 SCHEDULE AND TIMING FOR THE WORK** – The work is undertaken during the remaining year of 2022 and through the spring of 2023. A goal for the final report no later than May 2023 can be mutually established by the District and SitelogIQ. In order to provide information required for the current budgeting process, SitelogIQ will work with the District to provide cost and priority on the issues currently known to the District and SitelogIQ staff. This provides information for the current budget without rushing the process for the complete Facilities Condition Assessment.

**2.25 PROPOSED COST FOR THE EFFORT** – SitelogIQ proposes no fee for this service.

**2.26 STRUCTIONSITE 360 DOCUMENTATION OF THE BUILDINGS** –This service would provide the District with photographic information of all building interior spaces (as of the date of the recording) that is accessible through a website link. This tool is valuable in being able to review building conditions internally with the administration, staff, and Board, and provides the ability to easily explain issues that will be remedied with the ongoing budgeted improvements, as well as the potential consequences for continuing to defer the maintenance of any item.

### **2.3 Construction Administration of Publicly Bid Projects**

Publicly bid projects are building additions, renovations, or capital improvement projects that cannot be procured via a Guaranteed Energy Savings Agreement (GESA). It is anticipated that most of these projects would be identified in the Hanover Area SD MysitelQ study. SitelogIQ will coordinate design and provide construction administration services for each Project at the request of the District. If the District, at its sole discretion, seeks to have performed an Investment Grade Audit (“IGA”) and enters into a Guaranteed Energy Savings Agreement (“GESA”), SitelogIQ will provide oversight of the project via the GESA Agreement.

The general scope of work for Publicly Bid projects will be as follows:

- a) Complete the Pennsylvania Department of Education (PDE) Self Certification Form 731, which requires compliance with state requirements for all projects.
- b) Perform field investigation, and research for the preparation of bid packages, including the coordination of survey and engineering services directly contracted by the Owner.
- c) Provide cost estimating services based upon design professionals’ progress submissions.
- d) Review design(s) / scope of works for acceptable materials alternates, construction methodologies, and other various cost savings alternatives (i.e., Value Engineering).
- e) Prepare bid packages, advertisement for bid and assist with soliciting bids from contractors.
- f) Conduct pre-bid conference, respond to contractor questions, and issue necessary addenda.
- g) Review bids: prepare draft contracts for the Owner’s solicitor’s review and approval, receive, and provide Owner with the Contractor’s bonds and insurance required by the contract documents.
- h) File for prevailing wage rates and incorporate wage requirements into bid documents.
- i) Prepare initial project schedule.

- j) Provide construction administration services, including conducting pre-construction conferences and attendance at job conference meetings through completion of the project.
- k) Coordinate the design professional's review and approval of contractor's submittals, including shop drawings, applications for payment, etc. in coordination with any design professionals.
- l) Provide guidance on change orders and coordinate the design professional's review and approval.
- m) Provide construction observation when work is being performed by contractor(s), or as needed/requested to the extent necessary by Owner.
- n) Prepare punch lists, coordinate Owner training sessions and final project close-out in conjunction with the design professional.

### **ARTICLE III: RESPONSIBILITIES OF THE SCHOOL DISTRICT.**

**3.1. Required Actions.** The School District shall review, approve, or take such actions as are required of it by this Agreement, the Contract Documents and applicable law in a reasonable and timely manner.

**3.2. Information.** The School District shall provide full information regarding its requirements for the Project(s) including, without limitation, standards and work rules and the School District's use, constraints, and criteria, including space requirements and relationships, flexibility and expandability, time constraints, fiscal and budgetary considerations, special equipment, and systems needs and site requirements/constraints. The School District shall enter into agreements with design professionals or such third parties as necessary to complete a Project.

**3.3. School District's Representative.** The School District shall appoint a Project Representative, i.e., an individual to act on the School District's behalf with respect to the Project to the extent provided in the Contract Documents. If the School District changes the Project Representative, the School District shall notify SitelogIQ immediately in writing. The School District shall advise SitelogIQ of any limitation of authority on the part of the Project Representative.

**3.4. Notice to SitelogIQ.** If the School District observes or otherwise becomes aware of any defective work or other fault or defect in the Project, prompt written notice thereof shall be given to SitelogIQ.

### **ARTICLE IV: COMPENSATION.**

#### **4.1 Basis of Compensation**

**4.1.1. Initial Services Fee.** Services provided for the preparation and delivery of the MySiteIQ Study shall be provided at no charge to the District.

**4.1.2. Other Services as Specified.** For Services provided related to Construction Administration on Publicly Bid Projects or as otherwise directed by the Owner in writing, the Owner and SitelogIQ may negotiate a lump sum amount per Project, or in the absence thereof, the following rate

schedule shall apply for 2022 only. For Services done on a time and material basis for years beyond 2022, such rates shall be subject to escalation.

Service	2022 Hourly Rate
Project Executive	\$162.00
Senior Pre-Con Manager	\$135.00
Architectural Estimator	\$122.00
Code Specialist	\$ 89.00
Roofing Specialist	\$ 89.00
MEP Estimator	\$128.00
Licensed Mechanical Engineer	\$ 105.00
Project Manager	\$133.00
On-Site Construction Manager	\$125.00
Licensed Electrical Engineer	\$ 105.00
CAD Technician	\$ 90.00
Scheduler	\$119.00
Project Coordinator	\$69.00

**4.1.3. Reimbursable Expenses.** School District shall reimburse SitelogIQ for Reimbursable Expenses incurred by SitelogIQ in performance of SitelogIQ' Services under this Agreement or as otherwise authorized in writing by the Owner. Reimbursable Expenses means actual expenditures incurred by SitelogIQ in providing Services approved by the School District for: (1) transportation mileage, when traveling in connection with any Project, reimbursed at the then current IRS approved rate; (2) reproduction costs; and (3) other expenses incurred by SitelogIQ in conjunction with SitelogIQ' Services provided under this Agreement in furtherance of the Project, if approved in advance by the School District.

**4.1.4. Terms of Payment.** SitelogIQ shall submit an invoice to School District on or before the seventh (7<sup>th</sup>) day of each month, for the Services rendered by SitelogIQ during the prior month, together with Reimbursable Expenses. The School District shall pay SitelogIQ' s invoices for Services and Reimbursable Expenses within thirty (30) days of receipt of the invoice. Interest on unpaid invoices shall accrue at the rate of one percent per month.

#### **ARTICLE V: INSURANCE AND INDEMNIFICATION.**

##### **5.1. Insurance.**

**5.1.1. Casualty and Professional Liability Insurance.** SitelogIQ shall carry and maintain at SitelogIQ' s cost, with companies authorized to do business in the Commonwealth of Pennsylvania, liability insurance (which shall include as a minimum the requirements set forth below) during the term of this Agreement:

- a) Workers' Compensation and employer's liability insurance to the full extent as required by applicable law.



- b) Professional liability coverage in an amount not less than \$1,000,000.00 per claim, and \$3,000,000 in aggregate.
- c) Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The School District shall be named as an additional insured.
- d) Automobile Liability Coverage for owned and rented vehicles with a policy limit of \$1,000,000 combined single limit and aggregate for bodily injury and property damage.

**5.1.2 Certificates.** SitologIQ shall provide the School District with Certificates of Insurance evidencing the required coverages and amounts, including, without limitation, any Certificates of Renewal of Insurance. The Certificates of Insurance shall contain the provision that the policy or policies will not be cancelled without thirty (30) days' prior written notice to the School District.

**5.1.3 Contractor's Insurance.** The School District shall cause all contractors to name SitologIQ as an Additional Insured on any of their policies and shall provide that the contractor's insurance shall be primary and non-contributory as to the School District and SitologIQ.

**5.2. Indemnification.**

**5.2.1 Indemnification by SitologIQ.** To the fullest extent permitted by law, SitologIQ shall and does agree to indemnify and hold harmless the School District and its directors, officers, employees and representatives ("Indemnitees") from and against all claims, damages, losses, causes of actions, suits, judgments and expenses (including reasonable attorneys' fees, of any nature, kind or description, which (a) arise out of or caused by or result from performance by SitologIQ's Services hereunder and (b) are attributable to bodily injury, personal injury, sickness, disease, death of any person or to damage to or destruction of property, but (c) only to the extent they are caused by any negligent acts, errors or omissions of SitologIQ, anyone directly or indirectly employed by SitologIQ or anyone for whose acts SitologIQ is legally liable. In no event shall SitologIQ be responsible for indemnifying any Indemnitee for any damages, losses or expenses arising out of an of Indemnitees own negligence or intentional acts.

**ARTICLE VI: DISPUTE RESOLUTION PROVISIONS.**

**6.1. Mediation.** Any dispute arising out of or related to this Agreement shall be submitted to mediation as a condition precedent to litigation or any other binding dispute resolution forum. The parties shall jointly select a mediator or, if unable to do so, shall submit any dispute to the American Arbitration Association for mediation. The cost of the mediator shall be equally shared by the parties.

**6.2 Arbitration.** Any dispute not resolved through mediation shall be submitted to the American Arbitration Association for binding resolution. The parties agree to the consolidation and joinder of any third parties having an interest in or related to the dispute on the Project.

**ARTICLE VII: TERMINATION AND REMEDIES.****7.1. Termination of Agreement.**

**7.1.1. Means of Termination.** This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail to perform and commence cure in accordance with the terms of this Agreement.

**7.1.2. SitelogIQ' s Remedies Upon Termination by School District.** In the event of a termination which is not due to the failure of SitelogIQ to perform in accordance with the terms of this Agreement, SitelogIQ shall be compensated for all Services performed prior to the termination date, in accordance with the payment terms set forth herein, including the Reimbursable Expenses incurred prior to the termination date.

**7.1.3. Remedies Not Waived.** No delay, omission, or forbearance to exercise any right, power, or remedy accruing to the School District or SitelogIQ hereunder shall impair any such right, power or remedy or shall be construed to be a waiver of any breach hereof or default hereunder. Every such right, power or remedy may be exercised from time to time and as often as deemed expedient.

**ARTICLE VIII: MISCELLANEOUS PROVISIONS.**

**8.1. Public Relations.** School District shall maintain control over, and be solely responsible for, any public relations or publicity about any Project at all times during the term of this Agreement.

**8.2. Successors and Assigns.** The School District and SitelogIQ, each bind themselves, their successors, assigns and legal representatives, to the other party to this Agreement and to the successors, assigns and legal representatives of the other party with respect to all terms of this Agreement. SitelogIQ shall not assign, or transfer any right, title, or interest in this Agreement without the prior written consent of the School District which shall not be unreasonably withheld.

**8.3 Entire Agreement.** This Agreement and any exhibits hereto represent the entire and integrated agreement between the School District and SitelogIQ and supersedes all prior negotiations, representations, or agreements, either written or oral.

**8.4. Amendments.** This Agreement may be amended only by a writing signed by both SitelogIQ and the School District.

**8.5 Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**8.6. Captions.** The captions or headings of this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

**8.7. Governing Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without application of its choice of law provisions.

**8.8. Notices.**

**8.8.1. Addresses.** All notices, certificates, requests, or other communications hereunder shall be in writing and shall be deemed to be given if delivered in person to the individual or to a member of the company or organization for whom the notices is intended, or if delivered at or mailed by registered or certified mail, postage prepaid, to the following address:

If to the School District:

Mr. Nathan Barrett  
Superintendent  
1600 San Soui Parkway  
Hanover Township, PA 18706

If to SitelogIQ:

Garrett Lewis  
Executive Vice President  
3300 North 3<sup>rd</sup> Street  
Harrisburg, PA 17110

**8.8.2. Facsimiles and Electronic Mail.** For convenience of communication only, notices, certificates, requests, or other communications hereunder, except requests for payment, may be sent by facsimile transmission to the School District or by electronic mail. Notices, certificates, requests, or other communications sent by electronic mail shall not be deemed to be given unless a counterpart is received or mailed in accordance with Subparagraph 8.8.1. Requests for payment may be sent to the School District by electronic mail.

**8.8.3. Severability.** In the event that any obligation or agreement contained herein is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation, or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation, or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

ATTEST:

HANOVER AREA SCHOOL DISTRICT

\_\_\_\_\_

By \_\_\_\_\_

Board Secretary

John Mahle, Board President

ATTEST:

SITELOGIQ CONSTRUCTION MANAGEMENT

\_\_\_\_\_

By \_\_\_\_\_  
Garrett J. Lewis, Executive Vice President